

EXHIBIT B

WAIVER AND RELEASE OF LIABILITY

We, (I), \_\_\_\_\_ Owner (Owners) of the following described property situate in Mineral County, Colorado and described as follows, to wit:

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Street Address: \_\_\_\_\_

Owner Use: \_\_\_\_\_ Assigned EQR: \_\_\_\_\_ (may be amended by City)

which property is not presently connected to the Deep Creek Water and Sanitation District sewage collection system and, consequently, to the City of Creede Wastewater Treatment Plant (the "City WWTP"), as consideration for permission to connect to the collection system of the Deep Creek Water and Sanitation District (the "District") and to have sewage from the property described above treated at the City WWTP, do hereby state and agree: That we, our successors in interest, our heirs, representatives and assigns, do hereby release the City of Creede, Colorado (the "City") from any and all liability of any kind or character, arising from the Intergovernmental Agreement Regarding Wastewater Collection and Treatment (the "Agreement") between the City and the District and the operation of the City WWTP, without exception as to the type of damages or amount of damages and with the following sole exception: That we reserve the right to bring action against the City and any other appropriate parties in the event that any damages incurred by us, our successors in interest, heirs, representatives and assigns directly result from the willful, deliberate and bad faith interruption of sewage service by the City or other appropriate parties. Other than as specifically set forth above, we hereby waive any damages incurred by us as a result of the City's activities under or arising from the Agreement and release the City of all liability for any such activities.

We acknowledge that this Waiver and Release of Liability constitutes a covenant running with the property above described, and shall not cease upon my/our transfer of the above referenced property. We further agree that a copy of this Waiver and Release of Liability may be recorded in the real property records of Mineral County, Colorado, at the District's expense. A copy of the Agreement is recorded in Book \_\_\_ at Page \_\_\_ in the real property records of Mineral County, Colorado.

IN WITNESS WHEREOF, we, (I), have hereunto set our (my) hand(s) and seal(s) this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MINERAL )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public