

June 21, 2017

Dear (Personalize),

**Final Notification – Member Storage Unconditional Release and Indemnification Agreement**

With reference to our communications dated April 6, 2017 and May 26, 2017, this is the third and final notification for you to act following The Ritz-Carlton Club Aspen Highlands Condominium Association Board of Directors' review of Member storage procedures. If you have already responded, we thank you and ask you to disregard the remainder of this letter.

Ten (10) business days after the date of this letter, or on July 6, 2017, your access to Member storage will be revoked. On-site management will begin shipping all items currently in Member storage to the address on file of any Member who has not signed and returned the enclosed Waiver Form to continue use of the facility or removed all their items from the property. Handling, shipping, and insurance charges will be posted to your Member's account.

Please contact me at the address below with any questions or concerns.

Warm Regards,

*Andre Kuhn*

Director of Loss Prevention  
The Ritz-Carlton Club, Aspen Highlands  
75 Prospector Rd.  
Aspen, CO 81611  
Phone: 970-429-2321  
Cell: 970-901-5902  
Email: andre.kuhn@ritzcarlton.com

CC: Aspen Highlands Condominium Association Tourist Accommodation Board  
Nicholas DiMeglio, General Manager  
Sasa Jaramaz, Director of Operations

Enclosures

## UNCONDITIONAL RELEASE AND INDEMNIFICATION AGREEMENT

THIS UNCONDITIONAL RELEASE AND INDEMNIFICATION AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ & \_\_\_\_\_ ("User"), whose address is \_\_\_\_\_ to and for the benefit of (1) Aspen Highlands Condominium Association, Inc., a Colorado nonprofit corporation ("Association") whose address is c/o The Ritz Carlton Club, 0075 Prospector Road, Aspen, CO 81611 and (2) The Ritz-Carlton Hotel Company L.L.C., The Ritz-Carlton Management Company, L.L.C., The Ritz-Carlton Destination Club, and The Ritz-Carlton Development Company Inc., whose address is c/o 75 Prospector Road, Aspen, CO ("Ritz-Carlton or Program Manager")

### RECITALS

WHEREAS, the Association is the association named and referred to in the Declaration of Condominium for Aspen Highlands Condominiums recorded on January 11, 2001 at Reception No. 450454 in the records of the Clerk and Recorder for Pitkin County, Colorado, as may be amended ("Declaration").

WHEREAS, Ritz-Carlton or Program Manager operates that certain club known as The Ritz-Carlton, Aspen Highlands and located at 0075 Prospector Road, Aspen, CO 81611 (the "Club")

WHEREAS, User is the owner or guest, invitee, or tenant of an owner of the property in the Association with an address of 75 Prospectors Point Road, Aspen, Unit \_\_\_\_\_.

WHEREAS, the Rules and Regulations of the Association ("Rules") provide User with the ability to utilize 30 total cubic feet of Member Storage Space, as defined in the attached Rules and Regulations as Exhibit A, per membership interest upon the execution of this Release and Indemnity Agreement ("Agreement").

WHEREAS, the Member Storage Space is a Limited Common Element for the Association's Tourist Accommodation category being provided as a convenience to User, and the Association, Ritz-Carlton, and Program Manager accept no responsibility and/or liability for the contents placed in storage and/or the usage of the Member Storage Space.

WHEREAS, User wishes to utilize the Member Storage Space pursuant to the terms and conditions of the Rules and Regulations and this Agreement.

WHEREAS, User desires to protect and hold harmless the Association, Program Manager, The Ritz-Carlton Hotel Company, L.L.C., The Ritz-Carlton Management Company, L.L.C., The Ritz-Carlton Development Company Inc., and The Ritz-Carlton Destination Club from all claims, damages, risks and liability associated with, reasonably necessary, incurred or required by virtue of the User's temporary usage of the Member Storage Space.

NOW, THEREFORE, in consideration of the foregoing, the promises and the obligations of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **License.** Association hereby grants to User a temporary license to utilize the Member Storage Space pursuant to the terms of the Rules and Regulations.

2. **Indemnification.** User, for himself or herself, and for his or her agents, contractors, guests, heirs, successors, and assigns, hereby absolutely and unconditionally releases the Association, Program Manager, The Ritz-Carlton Hotel Company, L.L.C., The Ritz-Carlton Management Company, L.L.C., The Ritz-Carlton Development Company, Inc., The Ritz-Carlton Destination Club Inc., and their respective officers, directors, members, employees, agents, affiliates, subsidiaries, successors, and assigns (collectively, the "Ritz-Carlton Indemnified Parties") from any and all claims, actions, demands, damages, judgments, settlements, costs, expenses, and liabilities, of any type or kind, whether accrued or unaccrued, known or unknown, arising in law or equity, past, present or future, and in any

way relating to or arising under, out of, or in connection with the use of the Member Storage Space, the storage of items therein, the individuals permitted to access the Member Storage Space and its contents or otherwise, the handling of such items by the Ritz-Carlton Indemnified Parties or any other matter relating directly or indirectly to the Member Storage Space 2. Except in the event of the sole gross negligence or willful misconduct of the Ritz-Carlton Indemnified Parties, the Ritz-Carlton Indemnified Parties shall not be liable for, and User, for himself or herself, and for his or her agents, contractors, guests, heirs, successors, and assigns hereby agrees to indemnify and hold the Ritz-Carlton Indemnified Parties harmless from and against any cost, damage, claim, liability or expense of any type or kind (including attorneys' fees) incurred by or claimed against the Ritz-Carlton Indemnified Parties, directly or indirectly, as a result of or in any way arising from the use of the Member Storage Space by User the storage of items therein, the handling of such items by the Ritz-Carlton Indemnified Parties, or any other matter relating directly or indirectly to Member Storage Space, or the contents stored within the Member Storage Space. 3. User hereby acknowledges and agrees that Ritz-Carlton Indemnified Parties do not insure the personal property stored by User in the Member Storage Space and that the Ritz-Carlton Indemnified Parties have no obligation to protect or safeguard the contents contained therein from any harm, damage, destruction or theft. User shall be solely responsible for providing any insurance he/she/they/it deems advisable with respect thereto and is urged to contact his/her/their/its insurance provider with respect to same. In no event shall the Ritz-Carlton Indemnified Parties be obligated to bond any of its employees providing the services to User with respect to the Member Storage Space and its contents.

4. User hereby acknowledges that the Member Storage Space is not a safe deposit box.

5. User hereby covenants and agrees not to keep any of the following in the Bin: The following items may not be stored in the Member Storage areas: (i) Explosives; (ii) Firearms and/or ammunition of any kind; (iii) - Fireworks; (iv) Open containers which are not securely sealed; (v) Corrosive, acidic or other hazardous chemicals; (vi) Combustible materials & liquids (i.e. gas or propane canisters, paint thinners etc.); (vii) Illegal or controlled substances; (viii) Perishable foods or open food containers; (ix) Hypodermic needles (unless secured in a case); (x) Christmas trees; (xi) Barbecue grills and propane tanks; (xii) Any item which may be considered a bio-hazard (the "Prohibited Items")

6. In the event User desires to permit additional individuals to access the Bin and its contents, User shall provide written notice to Ritz-Carlton or Program Manager of the individual(s) permitted to access the Bin and upon the presentation to Ritz-Carlton or Program Manager of such proper identification as Ritz-Carlton or Program Manager shall reasonably require, such individual(s) shall be permitted access to the Bin and its contents. Ritz-Carlton Indemnified Parties shall not be responsible to confirm the authenticity of any such proper identification. In no event shall the Ritz-Carlton Indemnified Parties be liable to User as a result of any such access and User shall be solely responsible for updating Ritz-Carlton and Program Manager as to those individuals permitted to access the Bin and its contents.

**IN WITNESS WHEREOF**, the undersigned has executed this Unconditional Release and Indemnity as of the date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
[NAME OF USER]

\_\_\_\_\_  
\_\_\_\_\_  
[NAME OF USER]

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Signature of User

Ritz-Carlton Indemnified Parties

By \_\_\_\_\_

Andre Kuhn, Director of Loss Prevention  
The Ritz-Carlton Club, Aspen Highlands  
75 Prospector Road  
Aspen, Colorado 81611

