TENANTS FOR TURNS LANDLORD GENERAL LIABILITY RELEASE

Application to list rental with Aspen Skiing Company, LLC's ("Aspen One")

Tenants for Turns employee housing facilitation program

Please attach a copy of this completed form to your online application.

If you have any questions please email <u>tenantsforturns@aspen.com</u>

GENERAL LIABILITY RELEASE

PLEASE READ CAREFULLY AND SIGN BELOW

The undersigned desires to participate in the "Tenants for Turns" Aspen One employee housing match program as a landlord to an Aspen One employee ("Participant"). In exchange for posting Participant's property as a potential rental opportunity on Aspen One's Tenant for Turns portal, the Participant acknowledges and agrees the following:

- Participant acknowledges and agrees that all rental/lease agreements are solely between the
 landlord/owner and the tenant. Aspen One is only a facilitator of the "Tenants for Turns" housing program.
 Aspen One does not vet proposed homeowners, landlords, or tenants for suitability and only verifies that
 proposed homeowners, landlords, or tenants meet the program qualification requirements. Aspen One is
 not and will not be involved or liable in any way with regard to any landlord/homeowner and tenant
 disputes.
- Participant does hereby release and forever discharge Aspen Skiing Company, LLC and its owners, employees, directors, officers, agents, affiliates and related entities ("Aspen One") from any and all responsibility and liability as herein after enumerated, and further agrees to indemnify and hold harmless Aspen One and all persons acting for Aspen One against all claims, damages, liability, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or in any way connected with the Tenants for Turns Aspen One employee housing facilitation program, including without limitation, disputes between landlords and tenants participating in the program. This includes but is not limited to:
 - Any intentional or unintentional damage, injury caused in whole or in part by the tenant, whether alone or together with or in association with others, to any person or persons or the property of any person or persons, whether it be personal, real, or mixed;
 - Any intentional or unintentional damage or injury caused in whole or in part by the landlord, whether alone or together with or in association with others, to any person or persons or the property of any person or persons, whether it be personal, real, or mixed;
 - Any financial or other obligation incurred by the landlord/homeowner during the duration
 of the program, including without limitation, obligations or liabilities incurred by a tenant in
 the program;
 - Any intentional or unintentional injury to the participant, illness, sickness, death, or disability, arising from the acts of another person or persons, disease, hospitalization, medical treatment, taking of any medicine or drugs, or any other connected cause;
 - Any and all claims for any injury, loss, damage, accident, delay, irregularity or expense arising from government restrictions or regulations, war, rebellion, weather, acts of God or governments, or any other like reason.
 - Any claims, including but not limited to those enumerated in the preceding paragraphs, which

arise out of the landlord/home owner/tenant relationship. The undersigned shall comply with all applicable local, state and federal laws, regulations and ordinances in its use of and actions in connection with the Tenants for Turns Aspen One employee housing facilitation program and the leasing of property. Without limitation of the foregoing, the undersigned shall not refuse to lease or sublease property to any Aspen One Employee or discriminate against any qualified Aspen One employee due to such person's race, color, religion, national origin, sex, familial status or physical disability and shall comply with the provisions of the Fair Housing Act (42 U.S.C. § 3601 et. seq.), as it may hereafter be amended, and with all applicable state and local fair housing laws. The undersigned shall comply with applicable state law relating to contributions and payment of unemployment taxes, workers' compensation and the payment of wages. The "Tenants For Turns" application and release form are the property of Aspen One and cannot be duplicated, forwarded, or altered without direct written approval from the Aspen One Human Resources Department.

Date: / /____

Signature of applicant:

Printed name of applicant: