

**WAIVER AND RELEASE OF LIABILITY
AND
AGREEMENT TO INDEMNIFY CLEAR CREEK COUNTY**

Release of Clear Creek County From Liability to License Applicant and Licensee

By applying for a license pursuant to the Colorado Medical Marijuana Code (CRS §44-11-101, et seq.) and/or the Colorado Retail Marijuana Code (C.R.S. § 44-12-101, et seq.), and (if it is approved and issued) by accepting a license, from the Clear Creek County Board of County Commissioners acting as the Clear Creek County Local Licensing Authority, the applicant/licensee, and each of them, waives and releases Clear Creek County, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees, clients or customers of the applicant/licensee for a violation of state or federal laws, rules or regulations relating to marijuana.

Agreement to Indemnify Clear Creek County

By applying for a license pursuant to the Colorado Medical Marijuana Code (CRS §44-11-101, et seq.) and/or the Colorado Retail Marijuana Code (C.R.S. § 44-12-101, et seq.), and (if it is approved and issued) by accepting a license, from the Clear Creek County Board of County Commissioners acting as the Clear Creek County Local Licensing Authority, the applicant/licensee, and each of them, jointly and severally if more than one, agrees to indemnify, defend and hold harmless Clear Creek County, and its elected officials, employees, agents, insurers and attorneys, and each of them, against all liability, claims and demands, of any nature whatsoever, including, but not limited to, those arising from bodily injury, sickness, disease, death, property loss and property damage, arising out of or in any manner related to the operation of the medical marijuana business that is the subject of the license.

THE UNDERSIGNED AGREES TO THE RELEASE AND AGREEMENT ABOVE.

Signed on _____.

Applicant

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, in their capacity as _____ of _____.

S E A L

Notary Public

My Commission Expires:_____.

INVESTIGATIVE AUTHORIZATION AND AUTHORIZATION/REQUEST TO RELEASE INFORMATION

MARIJUANA LICENSE TYPE: _____ **LICENSE #** _____

TO: _____

FROM (Applicant's Printed Name): _____

1. I/We hereby authorize the Clear Creek County Local Licensing Authority (hereinafter "LLA") to conduct a complete investigation into my/our personal background, using whatever legal means it deems appropriate.
2. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above-named applicant to furnish such information to and permit the same to be reviewed and copied by, a duly appointed agent of the LLA, whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the LLA to obtain, receive, review, copy, discuss, use and release any such tax information or documents relating to or concerning the above-named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege, or designated as "confidential" or "non-public" under the provisions of state or federal laws.
4. I/We understand that by signing this authorization, a financial record check may be performed.
 - a) I/We authorize any financial institution to surrender to the LLC a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located.
 - b) I/We understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed.
5. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the LLA be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
6. I understand that by signing this authorization, a criminal history check will be performed.
 - a) I authorize the Investigatory Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding).
 - b) I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law.
 - c) I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.
7. I/We do hereby make, constitute, and appoint any duly appointed agent of the LLA, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request.
 - c) To place the name of the agent presenting this request in the appropriate location on this request.
8. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
9. This power of attorney ends twenty-four (24) months from the date of execution.
10. The above-named applicant has filed with the LLA an application for a Medical and/or Retail Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
11. I/We hereby waive any rights of confidentiality with respect to any all information provided by the applicant or acquired as permitted by this waiver and release. I/We understand and acknowledge that any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the LLA, shall be accessible to

law enforcement agents of this or any other state, the government of the United States, or any foreign country.

12. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge and agree to indemnify and hold harmless the person to whom this request is presented, and his agents and employees from any and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I/We hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to Clear Creek County and the LLA, and other agents or employees of Clear Creek County for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information.

14. The LLA reserves the right to investigate all relevant information and facts to its satisfaction. However, the LLA, and other agents or employees of Clear Creek County shall not be held liable for the receipt, use, or dissemination of inaccurate information.

15. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

<<<APPLICANT>>>		
Print your Full Legal Name clearly below		
Legal Last Name:	Legal First Name:	Legal Middle Name:
Signature: (Must be in front of two witnesses)		

Dated this _____ day of _____, _____		
Witness 1 Signature:	Witness 2 Signature:	
<<<SPOUSE>>>		
Print your Full Legal Name clearly below		
Spouse Legal Last Name:	Spouse Legal First Name:	Spouse Legal Middle Name:
Signature: (Must be in front of two witnesses)		

Dated this _____ day of _____, _____		
Witness 1 Signature:	Witness 2 Signature:	