



**MESA COUNTY AND CITY OF FRUITA  
JOINT GRAFFITI REMOVAL PROGRAM  
AUTHORIZATION FORM**

I, \_\_\_\_\_, the undersigned owner or lawfully authorized agent thereof, acknowledge that participating in the Graffiti Removal Program involves work using paint cans, ladders, scaffolding, drop cloths and other equipment and having persons (including Mid-week & Work-Enders inmates) and things on the property as described below, that are not under my control. Based upon this knowledge, I am electing to be a participant in the graffiti removal project and authorize and grant permission for the Mesa County Sheriff (hereinafter "MCSO"), City of Fruita (hereinafter "City") and/or its designees (hereinafter "Graffiti Removal Agencies") to come onto the property to paint over and/or otherwise remove graffiti. I give the Graffiti Removal Agencies permission to use paint that is close in color and coverage quality on the property or structure(s), which I understand and agree may not be a perfect match. I understand that abatement of graffiti by painting over and/or removal of graffiti by power-wash, sandblasting or similar methods does not include restoration to a pre-vandalized condition. By signature below, I waive and release any claim that I may have for damage, injury to person, animals, or property and/or loss of value as a result of removal or the failure to remove graffiti.

In return for the graffiti removal effort I agree to release, hold harmless, and indemnify the MCSO, City, Graffiti Removal Agencies and the State of Colorado, its insurers and insured's, its authorized officers, officials, agents, employees and volunteers for any and all claims for personal injury or property damage resulting from the unintentional or negligent acts or omissions of any person including any third party, including the Graffiti Removal Agency deployed by the MCSO or City, arising out of, or under, or from my participation in the graffiti removal project sponsored by the MCSO and City. The MCSO and City are not released from any injuries or claims of injury or damage that arise from the intentional, willful or wanton acts of the MCSO, City or their employees or agents. The MCSO and City do not waive any protections that may be afforded by the Colorado Governmental Immunity Act, 24-10-101 et. seq. C.R.S. Any release and hold harmless provisions of this document shall survive completion of any and all work performed.

The Graffiti Removal Agencies are authorized to enter onto my property to paint over or remove graffiti at any time without notice to me. This authorization shall expire **five years** from the date it is signed by me.

I declare that it is my intention by this document to completely and fully waive any claims I may have or which could be made against the Graffiti Removal Agencies regardless of any tolling or non-suit provisions.

I have carefully read this document and know its contents, and I have signed it freely and voluntarily. The terms of this document are not simply a recital of facts, but contractual promises made by me in my capacity as record title owner(s), or agent thereof, of the real property set forth below and made as consideration for MCSO's performance of its Purpose for Entry. I warrant that no promise or inducement has been offered except as set forth herein and that I am legally competent, authorized and/or appointed to execute this document and accept full responsibility.

I understand and acknowledge that the MCSO and City will not provide insurance for the protection of real or personal property or chattels which may be found on my above-referenced property.

I, such owner or agent thereof, have executed this release agreement on the date set forth below. If signing as an authorized agent, I represent and acknowledge that I am doing so with full and lawful authority for the entity that I purport to represent.

**CAUTION: READ THIS AGREEMENT BEFORE SIGNING BELOW. THIS IS A BINDING LEGAL DOCUMENT WHICH CREATES/INVOLVES LEGAL RIGHTS AND OBLIGATIONS.**

\_\_\_\_\_  
PROPERTY OWNER(S) SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
AUTHORIZED AGENT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUSINESS NAME (if applicable) AND PROPERTY ADDRESS NEEDING GRAFFITI REMOVAL