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By using this website in any manner, you agree to the following:

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This disclaimer and limitation of liability applies to any damages or injury cause by any failure of performance, error, omission, inaccuracy, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of any aspect of this website, under any legal theory or cause of action.

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Indemnity

You agree to indemnify, defend and hold harmless the City, its directors, employees, consultants, contractors and agents from any and all third party claims, liability, damages and costs (including, but not limited to reasonable attorneys’ fees) arising from your use of any aspect of this website, your

violation of these terms and conditions, or your infringement of any intellectual property or other right of any person or entity.

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This website may contain links to other third party services and resources for informational purposes only. The City is not responsible for such third party services and resources, nor does the City approve or endorse such third parties or their services or resources.

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Some parts of this website may require you to enter a password and account designation upon completion of a registration process. If this applies to you, you are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your password and account. You agree to notify the City immediately of any unauthorized use of your password or account or other breach of security. The City will not be liable for any loss or damage that you may suffer as a result of someone else using your password or account.

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By accessing this website, you agree that you shall not knowingly use it to transmit, retrieve, or store any communications which are of a harassing nature, are derogatory to any individual or group, are pornographic, lewd, indecent, or of a sexual nature, are of a defamatory or threatening nature, could be reasonably interpreted as discriminatory based on race, national origin, sex, age, disability, or religious or political beliefs, for any illegal purpose, against City policy, or contrary to the City's lawful interests.

Governing Law and Jurisdiction

This website, all disputes or other matters arising out of it, and the performance thereof shall be governed by and enforced under the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

Modifications

You agree that the City may modify these terms and conditions in its sole discretion, without advance notice, and your right to use the website is conditioned on an ongoing basis with your compliance with the then-current version of these terms and conditions.

Miscellaneous

These terms and conditions contain the entire agreement of the parties relating to the subject matter stated here and, except as provided otherwise, may not be modified or amended except by written

agreement of the parties. In the event a court of competent jurisdiction holds any provision of these terms and conditions invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract.