

ERIE HIGHLANDS METROPOLITAN DISTRICT NOS. 1 AND 2

District Facilities and Activities – Release and Waiver

Printed
Name: _____

Address: _____

Phone: _____

Email: _____

I, for myself, my spouse or civil union partner, my minor children, my guests, and my heirs, legal representatives, executors, and assigns, acknowledge that I have requested permission from the ERIE HIGHLANDS METROPOLITAN DISTRICT NOS. 1 AND 2 (the “**Districts**”) to use the Districts’ facilities, including without limitation the Districts’ swimming pool, hot tub, clubhouse and exercise facilities, parks, and all related areas (the “**District Facilities**”), and to participate in or to attend any programs and/or activities the Districts’ sponsor or sanction, wherever they may be held (the “**District Activities**”).

NOW, THEREFORE, by signing below, I certify that in advance of using District Facilities or participating in District Activities, I have received any and all information that I deem necessary or important in making an informed choice for myself, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, regarding the risks inherent in using the District Facilities and the risk of participating in District Activities, I consent and agree to the terms contained in this Facilities and Activities Release and Waiver (the “**Release**”). I also agree that I have reviewed and myself, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, will abide by the Erie Highlands Rules and Regulations governing Recreation Amenities.

1. Assumption of Risk. Use of the Districts’ Facilities or participation in District Activities comes with risks. I acknowledge that the risks include, among other risks: drowning; slipping and falling; tripping; collision with fixed objects or people, cardiovascular stress; sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; bumps, scratches, cuts and/or lacerations, abrasions, and bruises; exposure to inclement weather; insect or animal bites; exposure to and infection of diseases including without limitation coronavirus disease 2019 (“COVID-19”); the negligence of other persons who may be present; equipment failure or operator error; my own physical condition, and physical exertion associated with any activity; all of which might result from my action or inaction, the negligence of others, the rules of play, or the condition of the District Facilities or any equipment used thereon or the nature of the District Activities. I acknowledge that a complete list of all possible risks and danger is not possible and cannot be anticipated. I have independently evaluated and reviewed the risks involved in using

the District Facilities and participating in District Activities. Fully understanding these risks and dangers, I determine to use the District Facilities and engage in District Activities with full knowledge and acceptance of all risks, and assume full responsibility and liability for the risks and dangers which may result from the use of the District Facilities or participation in District Activities. Furthermore, I agree that I am legally responsible for my actions, and the actions of my spouse or civil union partner, if any, my minor children, if any, or guests, if any, including but not limited to any damage to private or public property and/or personal injury.

2. Release and Waiver/Indemnification.

a. Release and Waiver. I specifically and unconditionally release and discharge the Districts and its officers, directors, agents, employees, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, “**Releasees**”) from any and all liability to me, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, for any and all losses or damages on account of any injury to me, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, including illness, injury resulting in death, or injury to my property, whether caused by negligence of the Releasees or otherwise, related to any and all claims, losses, and damages that may arise during or result directly or indirectly from my use of the District Facilities and/or participation in District Activities. I expressly waive any right to seek compensation or damages from the Districts in connection with this Release. Nothing in this Release shall be construed or interpreted as a waiver of any of the rights and protections granted to the Districts pursuant to the Colorado Governmental Immunity Act.

b. Indemnification. I shall fully indemnify and hold harmless the Releasees from and against any and all liability, claims, demands, damages, actions, or causes of action whatsoever arising out of any physical injury (including death) or property damage, including illness, loss, or injury which may be the result, directly or indirectly, from my participation and the participation of my spouse or civil union partner, if any, my minor children, if any, or guests, if any, in any District Activities or occurring due to the use of District Facilities. Furthermore, I shall fully indemnify and hold harmless the Releasees from and against any and all liability, claims, demands, damages, actions, or causes of action whatsoever arising out of any physical injury (including death) or property damage, including illness, loss, or injury which may be the result, directly or indirectly, of the actions or inactions of myself, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, during or result directly or indirectly from my use of the District Facilities and/or participation in District Activities.

c. Scope and Minor Children. I agree that this Release applies to me, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, and my personal representatives, assigns, heirs and next of kin. If signing for a child, I acknowledge that I am the parent identified below, as the term “parent” is defined in Section 13-22-107(2)(b), C.R.S., and, in addition to executing the forgoing on behalf of the participant, I hereby waive and release any prospective claim of the participant against the Releasees to the extent provided by Section 13-22-107(3), C.R.S., in connection with the use of the District Facilities or participation in District Activities.

3. Security. The District does not provide security services, patrols or supervision for the use of District Facilities or participation in District Activities. If an emergency arises during use of the District Facilities or during District Activities, I must request emergency services through 911 and comply with instruction from appropriate emergency personnel and law enforcement.

4. Use Restrictions. The District and/or its agents reserve the right at all times to enter the District Facilities for the purpose of ensuring compliance with this Release or for any reason whatsoever.

5. Rules/Removal or Revocation of Access. Use of the District Facilities or participation in District Activities is subject to the Erie Highlands Rules and Regulations governing Recreation Amenities. I agree for myself, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, to abide by all rules, regulations and policies of the District as they may be amended from time to time, whether posted or not. I agree and understand that failure to comply with any rules, regulations and policies of the Districts, including scheduling and safety policies, as may be amended, for the District Facilities or District Activities may result in my temporary or permanent removal from the District Facilities, revocation of my privileges to utilize the District Facilities and/or participate in the District Activities, and/or legal action against me.

a. I will, and will take steps to ensure that myself, my spouse or civil union partner, if any, my minor children, if any, or guests, if any, or anyone under my care and control immediately and fully follows the instructions given by any of the pool lifeguards, Districts personnel, or any other agent of the Districts regarding pool safety, the Erie Highlands Rules and Regulations governing Recreation Amenities or other regulations and policies of the Districts.

b. Any fee or payment made for access to the District Facilities and to participate in District Activities will not be subject to deduction, setoff, modification, refund, abatement, or proration, based on any of the following: (i) the amount of time that I use the District Facilities or participate in District Activities; (ii) my inability to make use of the District Facilities or participate in District Activities due to any of the following: inclement weather, sickness or injury; (iii) the temporary or permanent closing of the District Facilities or cancellation of District Activities as a result of matters that arise from or relate to any pathogen, maintenance or repair of the District Facilities, or any other reason which decision shall be made by the Districts in their sole and absolute discretion; or (iv) the revocation of access to the District Facilities or inability to participate in District Activities due to a violation of the Erie Highlands Rules and Regulations governing Recreation Amenities or other rules, regulations and policies of the Districts.

6. Extent of Release/Duration. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Colorado. I agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable and the parties specifically direct any such court to amend and revise this Release so that the intention of the parties to eliminate or reduce the

liability of the District is realized to the maximum extent legally permissible. This Release shall apply to all use of the District Facilities or participation in District Activities now or at any time in the future.

7. Survival. This Release is effective immediately and shall survive any termination of my rights to use the District Facilities and participate in District Activities.

8. Knowledge and Consent. I HAVE READ THIS RELEASE COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I understand that the Districts are relying on this Release, and I agree to be legally bound by this Release. In entering this Release, I am not relying upon any oral or written representations made by the Districts or their representatives other than what is set forth in this Release.

[SIGNATURE PAGE -NEXT PAGE]

Date: _____

Signature:

Printed Name:

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[FOLLOWING SECTION FOR USE BY PARENTS ON BEHALF OF MINOR CHILDREN
ONLY]

By signing this Release, I agree to the terms of the Release for and on behalf of each of my
minor children (under age 18) identified below:

Printed Name(s) of Minor Child(ren):

Name

Date of Birth
