

# Assumption of Risk and Waiver of Liability, Release,

## Indemnification of All Claims

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at the Candelas Community Facilities, including but not limited to the Parkview and Townview Swimming Pools, Clubhouses and Fitness Facilities, and the Cimarron Metropolitan District's, Vauxmont Metropolitan District's and the Contractor's respective affiliated entities, officers, directors, employees, and agents, now or at any time in the future.

### Acknowledgment of Risk

I hereby acknowledge and agree that attendance at the Candelas Community Facilities, including but not limited to the Parkview and Townview Swimming Pools, Clubhouses and Fitness Facilities (the "**Candelas Facilities**") comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with attendance at the Candelas Facilities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with attendance at the Candelas Facilities and that said list in no way limits the operation or application of this agreement.

### Governmental Immunity

Governmental Immunity. Nothing in this Agreement/Waiver shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

### Assumption of Risk and Waiver of Liability, Release, Indemnification & Covenant Not to Sue

By signing this Assumption of Risk and Waiver of Liability, Release, Indemnification and Waiver ("Liability Waiver") and in consideration for my ability to attend and utilize the Candelas Facilities, I, \_\_\_\_\_, the undersigned participant, family members, minor children, or permitted guests, consent and acknowledge the provisions herein and agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE THE DISTRICTS AND CONTRACTOR**, and their respective officers, directors, employees, volunteers, agents, representatives and insurers ("**Releasees**") from any claims, causes of action, damages, demands, liabilities, losses, expenses, costs, and attorneys' fees or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Districts and/or Contractor on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Candelas Facilities or participation in Candelas Facilities' programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my attendance at the Candelas Facilities, I, the undersigned participant, and my family, household members and permitted guests agree to abide by the Rules and Regulations of the Districts and use of the Candelas Facilities and agree to **INDEMNIFY AND HOLD HARMLESS Releasees** from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to attendance at the Candelas Facilities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at the Candelas Facilities and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while attending the Candelas Facilities and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe attendance at the Candelas Facilities.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my age is \_\_\_\_\_, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my household, my minor children and permitted guests, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, attorney fees, or expense, of any kind, that I may experience or incur in connection with my attendance at the Candelas Facilities and activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees (collectively, "Claims").

**HOUSEHOLD INFORMATION:**

**ADDRESS:** \_\_\_\_\_

**HOUSEHOLD MEMBERS (INCLUDING DEPENDENTS):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY CONTACT:**

**NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**NAME (PRINT CLEARLY):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

# Candelas Facilities Registration Form:

Tag # \_\_\_\_\_

1st Applicant:

\_\_\_\_\_  
First Name District Last Name

Circle One:

Homeowner

Renter

2nd Applicant:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

Address:

\_\_\_\_\_  
Street Number and Name City State Zip Code

Phone:

\_\_\_\_\_  
Home

\_\_\_\_\_  
Cell 1

\_\_\_\_\_  
Cell 2

Email:

\_\_\_\_\_

Emergency Contact:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Phone

## Dependent Information

**\*All persons 23 years of age or younger who reside at same address as applicant and are dependent upon applicants/member for financial support.**

Name(s):

Age:

Swimming Ability (circle applicable level for each)

\_\_\_\_\_

Non-Swimmer  Beginner  Intermed  Advanced

\_\_\_\_\_

Non-Swimmer  Beginner  Intermed  Advanced

\_\_\_\_\_

Non-Swimmer  Beginner  Intermed  Advanced

\_\_\_\_\_

Non-Swimmer  Beginner  Intermed  Advanced

I certify and represent that everything on this form is true. I have read and will communicate to my family and guests all **Cimmaron Metropolitan District and Vauxmont Metropolitan District Pool Rules, Pool Regulations, Guidelines and Covenants, Conditions, and Restrictions** (collectively the "Districts' Documents") for the Districts including, but not limited to pool registration forms, pool rules and/or posted signage at the Candelas Facilities.

I assume full financial responsibility for any damage caused by myself, spouse, guardians, and/or dependents, to the Candelas Facilities and surrounding area. I also understand if I, my spouse, guardian, and/or dependents violate the Districts' Documents applicable to use of the Candelas Facilities, and/or or any local, state, or federal laws, the violator may be subject to prosecution and held responsible for such violation. **To get your pool tag:**

**You must live in Candelas to fill out this form and use the pool and you will take the completed pool registration and waiver forms to the Pool when pool opens for the season.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_