

**LEYDEN ROCK METROPOLITAN DISTRICT  
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests (as applicable), and Additional Authorized Users (as defined below) listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Leyden Rock Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District and non-District users, as applicable, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I, and my children, guests, and Additional Authorized Users will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, because (1) I am a property owner or resident within the District and have completed the Recreation Amenities Use Form, or (2) I am a non-District user and have completed the Recreation Amenities Use Form, or (3) I am listed as an "Additional Authorized User" on a Recreation Amenities Use Form completed by an in-District property owner or resident or by a non-District user.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. To release and agree not to sue the District, their directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my Additional Authorized Users (if applicable), in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my Additional Authorized Users (if applicable). Included in the foregoing are Claims related to coronavirus ("COVID-19"), which virus is further described below. I hereby waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me, my children, my guests, or my Additional Authorized Users; and

2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, their representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims, including those related to COVID-19: (a) brought by or on behalf of me, my children or a family member, my guests, or my Additional Authorized Users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my Additional Authorized Users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my children, my guests, and my Additional Authorized Users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and Additional Authorized Users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my Additional Authorized Users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my Additional Authorized Users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

This Release, Waiver and Indemnity Agreement also includes any and all claim(s) relating to COVID-19. The District wants to make sure that you understand the potential risks of COVID-19 before you decide to use the Recreation Amenities. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Methods of transfer include, but are not limited to, physical contact, contact through breath, and contact with stable surfaces. Additional Information about COVID-19 and COVID-19 symptoms may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you assume all such risks and dangers, whether or not described here, known or unknown. By signing this Release, Waiver and Indemnity Agreement:

1. I agree that I, my children or a family member, my guests, or my Additional Authorized Users will only use the Recreation Amenities and participate in activities at the Recreation Amenities while in good health and free of COVID-19 symptoms, including, but not limited to, fever, cough, or shortness of breath.
2. I recognize and acknowledge the contagious nature of COVID-19 and the threat that COVID-19 poses to the health of individuals, and I voluntarily and knowingly assume the risk that I, my children, or a family member, my guests, or my Additional Authorized Users may be exposed to or infected by COVID-19 at the Recreation Amenities, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Recreation Amenities may result from the actions, inactions and/or omissions of myself and/or others.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

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Print Name

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Signature

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Print Name

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