

RELEASE OF CLAIMS AND WAIVER OF LIABILITY AGREEMENT

Upon entering this facility you, your guests, your minor children, your heirs hereby agree to RELEASE and FOREVER DISCHARGE the Association and its principals, employees, directors, managers, agents, representatives, successors and assigns (collectively, the "Releasees") of and from any and all liability whatsoever for any personal injury, death or property damages arising in any way out of the use of the recreational facilities of the Association, regardless of whether said injury, death or injury is the result of any alleged negligence on the part of the Association. This Release relinquishes, but is not limited to, any claims, whether present or future, known or unknown, that the person entering this facility might otherwise assert for negligence, breach of contract, violation of the Colorado Premises Liability Act, or for any economic or non-economic damages against Releasees.

Persons entering and using this facility understand and agree as follows:

1. There are inherent risks of serious physical injury, death and property damage associated with the use of the recreational facilities including, but not limited to injury, death or damage arising from: (a) use of the pool, hot tubs, exercise equipment, laundry and game room; (b) wet, slippery, icy and uneven surfaces; (c) rain, wind, ice and other weather conditions; (d) natural or man-made structures and conditions; (e) the absence of any lifeguards, supervisory or security personnel; and (f) other users, entrants, attendees or trespassers at the facilities. With full understanding of these risks, the person entering this facility, on behalf of him/herself and all Releasors, voluntarily accepts and assumes all inherent risks associated with the use of the currently existing and future recreational facilities on the Association's property.
2. The person(s) using this facility understands and acknowledges that the recreational facilities will be accessible via key card(s) and that Releasees will not maintain any personnel, lifeguards, security officers or other representatives to monitor, supervise or secure the recreational facilities or oversee the activities occurring therein. The person(s) using this facility, acknowledges and agrees that the Releasees are not responsible for providing any security at or supervision of the recreational facilities, and that each Releasor shall use the facilities at his/her own risk. Releasees shall not be held liable for any injury, loss or damage by reason of the failure to provide security at the recreational facilities or the alleged ineffectiveness of any security measures taken or implemented.
3. Any parent or legal guardian entering this facility on behalf of his/her minor child(ren), gives permission to the minor(s) to enter the recreational facilities and to participate in the activities conducted thereon, and understands and acknowledges that s/he has sole responsibility to ensure the safety of the minor and to exercise close and immediate supervision of the minor child(ren). Further, any person entering the facility with his/her minor children, releases and forever extinguishes all claims of the minor child(ren) for personal injury, death or property damage that may result to the minor arising out of the entry into or use of the recreational facilities, or any activities conducted thereon, regardless of whether said injury, death or damage is the result of any negligence on the part of any of the Releasees.
4. The person entering this facility further expressly agrees that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue to remain in full force and effect. Further, no oral representations, statements or inducements have been made by Releasees or shall be relied upon by Releasors.

THE PERSON(S) ENTERING THIS FACILITY HAS CAREFULLY READ AND VOLUNTARILY AGREES TO THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY FOR HIM/HERSELF AND ALL RELEASORS WITH FULL KNOWLEDGE AND ACCEPTANCE OF ITS TERMS AND CONDITIONS.