

RIVER RANCH HOMEOWNERS ASSOCIATION, INC.
PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION
(Tennis Court, Pond and Beach Use – Swimming at Own Risk and No Lifeguard Present)

WARNING

THIS IS A LEGAL DOCUMENT WHICH AFFECTS SUBSTANTIAL LEGAL RIGHTS.
YOU SHOULD READ AND FULLY UNDERSTAND BEFORE SIGNING.
YOU HAVE THE RIGHT TO HAVE THIS DOCUMENT REVIEWED BY AN ATTORNEY OF
YOUR CHOICE.

I, _____, on my behalf and on behalf of any minor child under my custody or care, execute this Release and Waiver of Liability and Indemnification (Tennis Court, Pond and Beach Use – Swimming at Own Risk and No Lifeguard Present) (the "Agreement") in favor of the River Ranch Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), and its directors, officers, employees, agents, successors, insurers, and assigns (collectively the "Protected Parties"), effective this ____ day of _____, ____.

- 1. Acknowledgment and Assumption of Risks.** I, and on behalf of any minor children under my custody or care, desire to utilize the Association's tennis court, pond and beach which are located on the Common Area of the Association (collectively the "Amenities"). In addition, when using the pond and beach, I fully understand that **there is no lifeguard present**, and that such pond and beach usage is solely undertaken at my own risk and at the risk of any minor children under my custody or care. I further understand that the use of the Amenities involves risks of serious bodily injury, including, without limitation, permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of others, the conditions in which the activity takes place, and/or the negligence of others. I also fully understand that there may be other risks, known or unknown or not readily foreseeable at this time.
- 2. Release and Waiver.** I, and my successors, insurers, heirs, and representatives, hereby release, agree not to sue, and forever waive and discharge the Protected Parties from any and all claims, losses, liabilities, damages and demands related in any way, either in law or in equity, which arise or may hereafter arise from my use, or the use by any minor children under my custody or care, of the Amenities. I understand that this Agreement discharges the Protected Parties from any liability or claim that I, or any minor children under my custody or care, may have against any of the Protected Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my or their use of the Amenities, whether caused by the negligence of the Association, its officers, directors, employees, or agents, or otherwise. I also understand that the Association does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to, repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.
- 3. Indemnification.** I, and on behalf of any minor children under my custody or care, agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, losses, liabilities or damages, including attorneys' fees, court costs, and other legal fees incurred by the Protected Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from or arise out of my use, or the use by any minor children under my custody or care, of the Amenities, including claims for liability caused in whole or in part by

the negligent acts or omissions of the Protected Parties.

4. **Rules and Regulations.** I, and on behalf of any minor children under my custody or care, agree that use of the Amenities is subject to the Association's rules and regulations, which may change from time to time. I agree that I and any minor children under my custody and care, will abide by such rules and regulations and understand and agree that I/we may lose the privilege of access to and use of the Amenities due to violation of rules and regulations. I further agree to supervise any minor child in my custody or care to ensure their compliance with the Association's rules and regulations related to the use of the Amenities. Additionally, I understand and agree that my use of the beach and pond and the use of the beach and pond by any minor children under my custody and care, is without a lifeguard present.
5. **Application to Minors.** All of the provisions of this Agreement apply to any minor child under my custody or care to the same extent as it applies to me, and I, on behalf of such child/children, acknowledge and agree to all of the above paragraphs. Without limiting the extent of the preceding sentence, I agree that the releases, waivers, and agreements not to sue apply to any minor child under my custody or care. I further agree to indemnify and hold the Protected Parties harmless as provided in paragraph 3 above with respect to any claims, losses, liabilities or damages, including attorney's fees, court costs, and other legal fees incurred by the Protected Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from or arise out of the use by such minor child of the Amenities, including claims for liability caused in whole or in part by the negligent acts or omissions of the Protected Parties.
6. **Other.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Venue for any lawsuit or other proceedings related to this Agreement shall be in the District Court of Eagle or Pitkin County, Colorado. The party who primarily prevails in such proceeding shall be entitled to recovery of reasonable attorneys' fees and costs incurred. I further agree that in the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

IN WITNESS WHEREOF, I have executed this Agreement as of the day and year first stated above.

Name (Printed): _____

Address: _____

Signature: _____