

Trails at Crowfoot Metropolitan District No. 3 Pool Key Registration Instructions & Forms

To obtain your keys for the Trails at Crowfoot community pool, please complete, sign, and return the forms enclosed here, as listed below. All forms, as well as the full Pool Use Policy and Pool Rules and Regulations, are available on the District's website at <https://trailsatcrowfootmetrodistrict.com>.

The property owner or resident of each residence must complete the enclosed Recreation Amenities Use Form, two (2) Waivers, and the Pool Key Request Form. Upon completion of the required forms, two (2) pool keys will be issued at *no charge*. Please utilize the following instructions to complete the required forms:

- (1) The Recreation Amenities Use Form must be completed by the property owner or resident. This form allows for a User, a Second User, and Additional Authorized Users. Additional Authorized Users (if applicable) will include babysitters, caregivers, adult children, or any other adult residing at the home. All "Users" must be an adult over 18 years of age. Each household is allowed up to five (5) guests per day. Minor children and guests who will be accompanied by adult *Users* do not need to be listed on the form.
- (2) Two (2) Waivers must be signed by all Users and Additional Authorized Users. ***All Users and Additional Authorized Users listed on the Recreation Amenities Use Form must complete and sign both Waivers in order for pool keys to be issued.***
- (3) The Pool Key Request Form must be completed by a property owner or resident. Each household will be issued up to two (2) keys at no charge. Fees for replacement keys are outlined on the Pool Key Request Form. Payment for replacement keys must be made in the form of a personal check or money order, made payable to Trails at Crowfoot Metropolitan District No. 3. Debit or credit card payments and cash are not accepted at this time.
- (4) A Minor Release Form must be completed to allow children between the ages of 14 and 17 authorization to use the pool without the presence of a parent or legal guardian. Minors under the age of 14 do not need to be registered and are only allowed to use the pool with an adult over 18 years of age present, or with a minor aged 16-17 present, for whom a Minor Release Form is on file.

If you are not the property owner, you will be required to provide proof of residency. Acceptable forms of proof of residency include, but are not limited to, a valid Colorado driver's license or identification issued by the Colorado Department of Motor Vehicles showing an address within the District, or a lease or utility bill for any such property.

If you plan to attend the May 4, 2023 onsite pool key registration event, it is recommended that you complete the forms in advance to bring with you; however, there will be forms available onsite. If you are unable to attend the onsite event, all applicable forms must be submitted via email *or* mail to one of the addresses below. Once your forms have been received and verified for accuracy and completion, your keys will be mailed to the property address.

Via email: TrailsAtCrowfootMD@wbapc.com

OR

Via mail: Trails at Crowfoot Metropolitan District No. 3
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122

CONTINUED ON NEXT PAGE

Failure to complete the required pool key registration forms will prevent you from gaining access to the pool.

For any questions related to the pool or pool key registration, please email TrailsAtCrowfootMD@wbapc.com or call (303) 858-1800.

Enclosures:

- Recreation Amenities Use Form
- Two (2) Waiver and Consent Form
- Pool Key Request Form
- Minor Release Form (if applicable)

**WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

I am 18 years of age or older, or the legal guardian of the below named person, and in consideration of using or participating in activities, services and programs at Trails at Crowfoot Metropolitan District No. 3 (the "District"), District facilities, including but not limited to, the clubhouse (restrooms), pool, and pool deck (the "Facilities" of the District) must read and sign this Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify ("Waiver"). The Facilities are managed by Front Range Recreation, Inc. (the "Facilities Manager"). This Waiver is not a waiver of the District's protections under the Colorado Governmental Immunity Act.

**PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT.
BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS.**

As signor of this Waiver, you, and/or those of whom you are legal guardian to (collectively, "You") recognize and acknowledge that participation in activities, services and programs including but not limited to: wading, recreational swimming, lap swimming, exercising, sun-bathing, use of any exercise equipment or machines, sports, and supervised or unsupervised activities and programs within the Facilities or outside the Facilities sponsored or endorsed by the District or Facilities Manager (each a "Recreational Activity" and together the "Recreational Activities") and using or accessing the Facilities is HAZARDOUS and involves risk of serious personal injury and loss. The risks include, but are not limited to: bodily injury, cardiovascular stress or failure, slipping and falling, drowning, permanent disability, death, damage to personal property, collisions with other persons, exposure to inclement or dangerous weather, allergic reactions, insect or animal bites, severe social, emotional, or economic losses, sprains, broken bones, torn muscles or ligaments, and contraction of infection or disease. These injuries or losses might result from You or your guest's conduct or omissions, the conduct or omission of others (including that of the District or the Facilities Manager, or both), the rules of play, or the condition of the Facilities or any equipment. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property.**

Being fully aware that use of the Facilities and participation in Recreational Activities involves risks, You agree, covenant and promise and voluntarily assume all responsibility, all liability and all risks and dangers, whether or not described here, and whether or not such risks and dangers are known or unknown, foreseeable or unforeseeable, including but not limited to, for injury, death, illness, disease, or damage to property, arising out of or in any way connected with use of the Facilities and participation in Recreational Activities.

You agree that You are legally responsible for You and your guest's actions, including but not limited to any damage to property and any personal injury or death caused by such actions. You understand and agree that the District and the Facilities Manager, and their respective officers, employees, agents, consultants, and representatives, are not and shall not be subject to, or liable for, any claims, demands, injuries, or damages whatsoever, irrespective of cause or origin, even if such claims, demands, injuries, or damages are caused, in whole or in part, by the negligence of the District or the Facilities Manager, or their respective officers, employees, agents, consultants, or representatives. You expressly waive all claims, demands, injuries, and damages that You have or may have, now or in the future, against the District or the Facilities Manager (or both), which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities.

You agree to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM against the District or the Facilities Manager, or their respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by You, or your guests, which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities, including attorney's fees and costs incurred.

You further agree, promise and covenant to INDEMNIFY AND HOLD HARMLESS the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives, for (i) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees, which may result from You or your guest's participation in any Recreational Activity or use of or access to the Facilities or other property owned by the District, including claims from third-parties; and (ii) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees. This agreement to indemnify and hold harmless applies equally to claims, losses, and injuries caused or alleged to be caused, in whole or in part, by the negligence of the District or the Facilities Manager, or both.

This Waiver applies to and binds You and your personal representatives, assigns, heirs, and next of kin.

BY SIGNING THIS WAIVER, YOU AGREE THAT YOU (1) HAVE RECEIVED SUFFICIENT INFORMATION REGARDING THE FACILITIES AND RECREATIONAL ACTIVITIES TO ASSESS THE POTENTIAL DEGREE OF RISK INVOLVED, AND THE EXTENT OF POSSIBLE INJURY, (2) UNDERSTAND THE ACTIVITIES AND POTENTIAL RISKS, (3) HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THE EFFECT OF RELINQUISHING THE RIGHTS THAT YOU HEREBY WAIVE, (4) UNDERSTAND THIS WAIVER IS NOT A WAIVER OF THE DISTRICT'S PROTECTIONS UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT, AND (5) VOLUNTARILY SIGN THIS WAIVER.

I consent to the named person's participation in the Recreational Activities and use of the Facilities with knowledge of and in spite of the risks and I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives.

_____ Name	_____ Date of Birth	_____ Signature	_____ Date
_____ Address	_____ City, State, Zip Code	_____ Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

_____ Name	_____ Date of Birth	_____ Signature	_____ Date
_____ Address	_____ City, State, Zip Code	_____ Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

_____ Name	_____ Date of Birth	_____ Signature	_____ Date
_____ Address	_____ City, State, Zip Code	_____ Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

This No Lifeguard on Duty Waiver must be used in addition to the Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify Waiver

**WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

**NO LIFEGUARD ON DUTY
SWIM AT YOUR OWN RISK**

This No Lifeguard on Duty Waiver (the "Supplemental Waiver") is supplemental to the Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify Waiver (the "Waiver"). All language of the Waiver is incorporated by this reference.

No lifeguard will be present at the pool during the hours of 7:00 a.m. to 9:00 a.m. from the dates of May 27, 2023 to August 6, 2023; and during the hours of 7:00 a.m. to 4:00 p.m. (Monday through Friday) and during the hours of 7:00 a.m. to 9:00 a.m. (Saturdays and Sunday) from the dates of August 7, 2023 to September 4, 2023 ("Unsupervised Swim Hours"). **You recognize and accept that staff on duty during Unsupervised Swim Hours are not responsible for lifeguarding duties, and accept the risk associated with use of the Pool without supervision of a lifeguard or any other staff.** You recognize and acknowledge that using or accessing the Pool during Unsupervised Swim Hours is INHERENTLY DANGEROUS and involves risk of serious personal injury and loss, including, but not limited to: drowning, malfunctions in Pool equipment, and the risk that no one may be present to assist You.

You recognize and acknowledge that **NO LIFEGUARD WILL BE PRESENT** at the Pool during Unsupervised Swim Hours. You recognize and acknowledge that pool staff, such as pool monitor(s) who may be present to enforce the pool rules during regular operating hours, are not lifeguards and do not assume lifeguard duties. **Using the Pool without the supervision of an on-duty lifeguard is dangerous and poses a risk to your safety, and You hereby accept all risk of using the Pool without the supervision of an on-duty lifeguard.** Being fully aware that use of the Pool involves risks, You agree, covenant and promise and voluntarily assume all responsibility or liability and all risks and dangers.

BY SIGNING THIS SUPPLEMENTAL WAIVER, YOU AGREE THAT YOU UNDERSTAND THE POTENTIAL RISKS OF USING THE POOL DURING UNSUPERVISED SWIM HOURS.

_____ Name	_____ Date of Birth	_____ Signature	_____ Date
_____ Address	_____ City, State, Zip Code	_____ Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

_____ Name	_____ Date of Birth	_____ Signature	_____ Date
_____ Address	_____ City, State, Zip Code	_____ Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

**TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
POOL KEY REQUEST FORM**

Name (please print): _____
 Property Address: _____
 Out-of-District Address: (If Applicable) _____
 E-mail: _____
 Contact Number(s): _____

NEW KEY REQUESTS:

<u>Card Type</u>	<u>Price (per key)</u>	<u>Quantity Requested</u>	<u>Total Cost</u>
New Pool Key	\$0.00 (up to two)		
First Replacement Pool Key	\$10.00		
Second or Subsequent Replacement Pool Key	\$25.00		
Please pay the following total:			

CREDIT CARDS AND CASH WILL NOT BE ACCEPTED AND WILL BE RETURNED.
 ALL CHECKS OR MONEY ORDERS SHOULD MADE OUT TO:
 TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3

PLEASE SEND ALL PAPERWORK & FEES, INCLUDING THE MANDATORY FORMS TO:

Trails at Crowfoot Metropolitan District No. 3
 c/o White Bear Ankele Tanaka & Waldron
 2154 East Commons Avenue, Suite 2000
 Centennial, CO 80122

Office Use Only:

All Items Received: Y or N If Not: Date Returned to User: _____
 Processed By: _____
 Check No. _____ Money Order No. _____
 Date Activated: _____ Other Notes: _____
 Date Received: _____

**TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

Name (Please Print)	Date of Birth
_____	_____
_____	_____
_____	_____

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 13 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult at least 18 years of age or by another minor aged 16-17 for whom a Minor Release Form is on file with the District and on which such minor's parents have expressly authorized their child aged 16-17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 14 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 16 to 17 (**check all facilities that are authorized for use by the minor(s)**):

_____ Pool(s)

I further authorize/do not authorize those minor(s) listed above who are at least 16 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (**check yes or no**):

_____ Yes List name(s) of minor(s) authorized to supervise: _____
_____ No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The District shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by a District Representative in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

By: _____ (Signature of Parent or Legal Guardian)

Print Name: _____

Property Address: _____

Contact Number: _____

Date: _____