TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
POOL USE POLICY
(Updated as of April 2024)

Preamble

The Board of Directors of the Trails at Crowfoot Metropolitan District No. 3 (the "**District**") has adopted the following Policies and Procedures Governing the Trails at Crowfoot Metropolitan District No. 3 Recreation Amenities (the "**Policies**") pursuant to § 32-1-1001(1)(m), C.R.S., as amended and/or updated from time to time, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has caused to be constructed certain recreation amenities including the Trails at Crowfoot Pool (collectively, the "**Recreation Amenities**").

All references herein to the "**District Representative**" or "**District Representatives**" shall refer to any independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and property owners of property within the legal boundaries of the Trails at Crowfoot Metropolitan District Nos. 1-3 (collectively, the "**Districts**") as amended from time to time ("**Property Owners**" in relation to those who own property in the Districts and "**District Residents**" in relation to those who reside in the Districts but do not own property in the District, such as tenants or occupants of Property Owners), shall be entitled to use the Recreation Amenities as permitted in these Policies and any others that may be adopted by the Board of Directors of the District. All persons claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Representative upon submission of the Recreation Amenities Use Form in order to receive pool access for use of the Recreation Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver's license or identification issued by the Colorado Department of Motor Vehicles showing an address in the Districts or a deed or lease for any such property. The District Representative shall accept or reject any such proof of residency or property ownership in its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges and taxes by the Property Owner. In the event that such fees, charges and taxes are not timely paid by any Property Owner, such Property Owner or any District Resident residing in such Property Owner's property within the District, as applicable, shall not be issued pool access or otherwise be entitled to use of the Recreational Amenities, and any privileges for use of the Recreation Amenities pursuant to any previously issued pool access shall be suspended or revoked in the District's discretion. Each property within the Districts shall be entitled to the issuance of two mobile pass accounts and two pool access cards at no charge. Any additional pool mobile pass or access card requested may be issued only upon completion of the required forms

and the payment of the applicable fee, as set forth on the Pool Access Request Form.

1.2 Persons without the District Boundaries. All persons not residing or owning property within the boundaries of the Districts ("**Non-District Users**"), may be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-District Users shall be Nine Hundred Dollars ($900.00) per year per household, as may be subsequently amended from time to time by the Board. The Board has determined this fee reasonably estimates the annual mill levy payments and other annual fees such Non-District Users would be responsible for if they were District Residents or Property Owners. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees prior to being allowed access to the Recreation Amenities for the year in question. All Non-District Users wishing to use the Recreation Amenities shall comply with the Policies set forth in section 1.3 of this Article. The District retains the right to limit access to the Recreation Amenities for Non-District Users and their Additional Authorized Users (as defined in Section 1.3 below) based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District in its discretion. Use of the Recreation Amenities by Non-District Users and their Additional Authorized Users shall be allowed on a first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. All District Residents, Property Owners and Non-District Users desiring to use the Recreation Amenities (collectively, "**Users**") shall be required to complete the Recreation Amenities Use Form, as well as the Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify and the No Lifeguard Waiver (the "**Waivers**"), each as may be amended from time to time, for submission to the District Representative. Users must submit an updated Recreation Amenities Use Form to the District Representative when any of the User's information on the Property Owner/District Resident Form changes. Users may designate other persons over the age of 18 who are authorized to access the Recreation Amenities using the User's pool access ("**Additional Authorized Users**") by listing the same on the User's Recreation Amenities Use Form. Such Additional Authorized Users may include, but are not necessarily limited to, adult children, regularly employed caregivers, grandparents, grandchildren, or others residing with the User. All Additional Authorized Users shall be required to complete the Waivers, as amended from time to time, for submission to the District Representative. The Waivers must be signed by all Users and Additional Authorized Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool access shall be submitted by any User on the Pool Access Request Form. Upon adequate completion of all required forms, Users shall be issued two mobile pass accounts and two pool access cards per household at no charge by the District Representative. Users and Additional Authorized Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool cards to the District Representative. Any User or Additional Authorized User who refuses, upon request to present their pool cards may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Representative will charge a reasonable fee for replacement pool cards. Lost pool cards must be reported immediately to the District Representative, and replacement pool cards will also be subject to a replacement fee.

All pool access issued by the District Representative is the sole property of the District and may not legally be assigned, sold, loaned, or otherwise transferred without the prior written

authorization of the District Representative. Any transfer without the District Representative's approval shall be void and the District shall retain the right to suspend or revoke any User's or Additional Authorized User's privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Representative. Any such person may continue to use the Recreation Amenities as a Non-District User by complying with Section 1.2 of these Policies.

1.4 Guests of Users. Each Household shall be allowed five (5) guests per day per household for use of the Recreation Amenities unless prior permission is granted by the District Representative, at least 48-hours in advance, for additional guests. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. Except as provided in Section 3.6, all guests under the age of 18 must be accompanied by a User over the age of 18. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities.

1.5 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

The Pool shall be open from 7 a.m. to 9 a.m. for adult only swim and from 10 a.m. – 8 p.m. for open swim from Memorial Day through Labor Day; and

The hours and dates of operation of the Recreation Amenities shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the District in its discretion. Users may contact the District Representative to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

1.6 Commercial Use. The Recreation Amenities will not be permitted for commercial activities or other private business enterprise except as specifically provided for in these Policies.

Article II

MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises.

2.2 Limitation of Liability of District**.** Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq*., C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

2.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Alcohol is prohibited in the pool area at all times.

2.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocket knives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are strictly prohibited in the pool area. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado. All service animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal.

Article III

SWIMMING POOL

3.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Representative.

3.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

3.3 Lifeguards. Lifeguards may be provided by the District. Users acknowledge they utilize the pool facilities at their own risk. All Users must have the required Waivers on file with the District Representative prior to accessing the pool.

3.4 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person.

3.5 Swim Wear. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

3.6 Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the

minor to supervise other minors). Children ages 14-17 may swim unsupervised if expressly authorized on a Minor Release Form. All minors will need to have a valid pool access card or mobile pass. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form, as may be amended from time to time, shall be submitted to the District Representative, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

Article V

ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its Authorized Representatives may request any User to cease conduct that is:

1. In violation of District Policies;
2. Interferes with or is abusive toward any District Representative in the normal operation of the facility;
3. Interferes with any User, User's guest, or other person's use or enjoyment of the facilities or is abusive to any such person; or
4. Criminal, tortuous, intimidating or threatening, or any behavior that might result in bodily harm or property damage.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Representative is authorized to use all reasonable means s/he deems necessary to stop such conduct, including, but not limited to, contacting local law enforcement, having the offending party removed from the Recreation Amenities and/or suspending the offending party's Recreation Amenities privileges. Any such suspension may be appealed first to the District Representative in writing. The District Representative will have fifteen (15) working days to investigate the incident and to make a decision. The District Representative shall notify the offending party in writing of their decision. The District Representative's decision may be appealed to the Board at the next regular or special District meeting. Any person refusing removal from the Recreation Amenities or attempting to enter or remain on the premises of the Recreation Amenities after their privileges have been revoked may be subject to arrest and prosecution for criminal trespass under Colorado law.

5.2 Violation of Recreation Amenities Policies. If anyone is found abusing the

equipment, furniture or disobeying the Policies, disciplinary measures will be administered by any District Representative as follows without the necessity of any action of the Board:

First offense:	Verbal warning
Second offense:	Restricted from the Recreation Amenities for two (2) weeks
Third offense:	Restricted from the Recreation Amenities for one (1) month
Fourth offense:	Restricted from the Recreation Amenities for one (1) year

The Board shall be notified of all disciplinary measures by the District Representative and shall, in its discretion, have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Representative. Offending parties may also be subject to other penalties and sanctions under Colorado law, including, but not limited to, prosecution under § 18-9-117, C.R.S. All violations may be reported to local law authorities as deemed necessary by the District Representative or the Board.

Additional fines, suspensions and other punitive measures may be imposed for violations of the terms of facility rental agreements.

EXHIBIT A

Recreation Amenities Use Form

TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
RECREATION AMENITIES USE FORM

Type of User (check applicable type): _____ In-District Property Owner

_____ In-District Resident (Non-Property Owner)

_____ Non-District User

In-District Property Address: _____

Out-of-District Address: (If Applicable)_____

User Last Name: _____ User First Name: _____

User Phone:_____ User Email Address:_____

2nd User Last Name: _____ 2nd User First Name: _____

2nd User Phone:_____ 2nd User Email Address: _____

Emergency Contact Name:_____ Phone: _____
(Not Immediate Family)

NOTE: Minors must be accompanied by a User or an Additional Authorized User unless a Minor Release Form is on file with the District Manager.

ADDITIONAL AUTHORIZED USERS:

List any persons 18 years of age or older who the User(s) listed above are hereby authorizing to access the Recreation Amenities using any mobile pass or access card issued to the User(s) listed above. Additional Authorized Users **DO NOT** include guests. Each Household is allowed to be accompanied by up to five (5) guests, who are not required to be listed.

Additional Authorized User Name:	Relationship:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PRIOR TO THE ISSUANCE OF ANY MOBILE PASS ACCOUNT OR ACCESS CARD, EACH USER AND EACH ADDITIONAL AUTHORIZED USER MUST ALSO SIGN BOTH WAIVERS

EXHIBIT B

Pool Access Request Form

TRAILS AT CROWFOOT METROPOLITAN DISTRICT NO. 3
POOL ACCESS REQUEST FORM

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

Each Household is provided up to two (2) mobile pass accounts and up to two (2) access cards at *no charge*.

MOBILE PASS REQUESTS:
Each mobile pass is user specific and can be assigned to only one device. Instructions and a link to the Brivo Mobile Pass app will be sent electronically; the app must be downloaded directly onto the specific user's smartphone. The Brivo Mobile Pass can be utilized to gain access to the pool; no additional access card will be necessary. *In order to obtain a mobile pass, the user must be listed on the Recreation Amenities Use Form*.

Each Household is provided with two (2) mobile pass accounts at *no charge*. Indicate an email address for each mobile pass requested below. PLEASE PRINT CLEARLY.

1st Mobile Pass Email Address: _____

2nd Mobile Pass Email Address: _____

ACCESS CARD REQUESTS:
Each Household is also provided with two (2) access cards at *no charge*. Indicate how many access cards you are requesting below.

Quantity of Access Cards Requested (up to 2): _____

ADDITIONAL ACCESS REQUESTS:
*Only complete if you are requesting more than two (2) Mobile Pass Requests or two (2) Access Card Requests. The first two (2) of each access type are provided at no charge.

Access Type	**Price (*per* pass or card)**	**Quantity Requested**	**Total Cost**
Additional Mobile Pass	$10.00		
Additional Access Card	$10.00		
		Please pay the following Total:	

Additional Mobile Pass Email Address(es):
*See associated fees above for any additional mobile pass accounts.

_____

_____

CONTINUED ON NEXT PAGE

CREDIT CARDS AND CASH ARE NOT ACCEPTED.

Checks and money orders are the only form of payment accepted.
Payment should be made payable to:
Trails at Crowfoot Metropolitan District No. 3

PLEASE SEND ALL FORMS & APPLICABLE FEES TO:
Trails at Crowfoot Metropolitan District No. 3
c/o Advance HOA Management Inc.
P.O. Box 370390
Denver, CO 80237
(303)482-2213

Forms may also be submitted electronically to: clientservices@advancehoa.com

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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: _____

EXHIBIT C

Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify

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*)

EXHIBIT D

No Lifeguard 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 certain hours of the pool season ("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*)

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

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*)

EXHIBIT E

Minor Release Form

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 From is on file with the District an 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: _____