

WILDWING COMMUNITY ASSOCIATION, INC.
RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I have been informed and understand and agree that before I can use the Association Swimming Pool (the "Pool") I must affirm by signing below that I have carefully read and agree to all the terms of this Release of Liability, Waiver, Indemnification and Hold Harmless Agreement ("Agreement").

I STATE AND AFFIRM that I am at least eighteen (18) years old. I have listed below all persons who are younger than eighteen (18) years who will accompany me in the use of the Association Swimming Pool (the "Pool") or area around the Pool or for who I have authorized and accepted full responsibility for their use of the Pool. I represent, and affirm that I am the parent, grandparent or legal guardian of all such persons listed below and have the full right and authority to enter into this Agreement on behalf of myself and all such persons. All such persons are referred to in this Agreement singularly as a "User" and collectively as "Users".

As a condition of, and in consideration of WildWing Community Association, Inc. (the "Association") permitting me and the Users listed below to use the Pool, or enter the area around the Pool, on behalf of myself and all Users I state that I fully understand and acknowledge that there are hazards, risks and dangers associated with my or Users' use of the Pool, which may result in injury or illness to myself or Users, including drowning, illness from contaminants in the water, **covid-19**, accidents, serious bodily injury or even death.

I acknowledge that I fully understand that the use of the Pool subjects me and Users to risks that are both known and unknown, including risks and dangers there are inherent to swimming, playing in or being near water and the other activities that occur in and about a swimming pool, even as a spectator. Those risks also include lightning, weather and other acts of God or forces of nature and the negligent, reckless or intentional acts of other persons or the negligent acts or omissions of the Association its officers, agents, directors and shareholders, members, managers, partners, declarant, employees, subcontractors or independent contractors. All of such risks are referred to, for convenience, as the "Risks". I further acknowledge that the listing of the Risks is not inclusive of all possible risks associated with the use of the Pool and that the above list in no way limits the extent or reach of this Agreement.

I have been informed and acknowledge that the Association does not provide a lifeguard at the Pool and that use of the Pool is solely at the risk of myself and Users. I agree that I am responsible to and will monitor the activities of myself and Users in or about the Pool to assure that my and Users' activities in and about the Pool are conducted in a manner that is safe and does not create a risk of danger or injury to myself or Users, or to any other person or damage any property of the Association. I agree that I will not permit myself or any User who does not have appropriate training and skill to swim, play in, or be near any area of the Pool that contains water that is a depth sufficient to create a risk of harm without proper supervision, which shall be solely my responsibility to provide.

Release and Waiver and Agreement Not to Sue. In consideration of the Association allowing me and all Users to use the Pool, I hereby **RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE, OR MAKE ANY CLAIM AGAINST**, the Association, its officers, agents, directors, members, managers, partners, employees, declarant, subcontractors or independent contractors ("Protected Parties"), for and from any and all foreseeable or unforeseeable injuries, **illnesses, including but not limited to covid-19**, deaths, losses, actions, claims, judgments or damages of any kind and nature, including attorney fees and court costs, which I or any User, or my or a User's heirs, personal representatives, executors, administrators, successors and assigns might assert, incur, suffer or have, resulting from, arising out of or relating to any Risks or otherwise arising out of or in any way related to the use of the Pool or Association facilities.

THIS RELEASE SPECIFICALLY INCLUDES ANY LOSS, INJURY OR DEATH THAT RESULTS FROM, ARISES OUT OF OR RELATES TO ANY NEGLIGENT ACT OR OMISSION OF THE ASSOCIATION OR OTHER PROTECTED PARTY AND SHALL BE FULLY EFFECTIVE REGARDLESS OF ANY SUCH NEGLIGENCE. Negligence, as used herein, shall include, but not be limited to: failure to make reasonable and prudent efforts to determine whether the representations that I have

made are accurate and true and whether I or any User has the skill and training to swim in, or otherwise engage safely in the use of, the Pool and or recreation equipment; to discover or correct any dangerous condition, including any latent condition in or about the Pool or any other land, facilities or equipment of the Association, whether or not warning signs have been conspicuously posted. It is my intent, and I acknowledge and agree that this Agreement shall be construed broadly to provide waivers, releases and indemnification to the maximum extent permissible under Colorado law.

Without limiting any representation or agreement stated above, I acknowledge and accept that the use of the Pool is voluntary and is made available only to those persons who acknowledge their awareness of the dangers involved and assume all known and unknown risks, including the above-defined Risks. It is my agreement to hold the Association harmless and EXPRESS my assumption of the Risks, specifically including the risk of contracting covid-19. I alone shall be solely responsible for my safety and well-being, and for that of all Users, and for all expenses that arise directly or indirectly from the use of or activities involving the use of the Pool by me or any User.

Indemnification and Hold Harmless. In further consideration of my and the Users being permitted to use the Pool, I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, damages, third party claims and losses, including their own losses, expenses, damages, attorney fees and court costs that arise from any claim asserted against any of the Protected Parties by me or any User, or on behalf of me or any User, or on behalf of me or any User, which I have agreed to and have released by this Agreement or that is otherwise related to my or any User's use of the Pool, or Association facilities.

Compliance with Rules and Regulations. I shall comply with, and be solely responsible to assure that all Users comply with, all Association Rules and Regulations and Guidance and the terms of this Agreement or any applicable laws, ordinances and public health orders and guidance. I understand that if the Association or an independent contractor or leader (jointly, "Leader") is in charge of an event at the Pool, the Association or such Leader may terminate the event at any time if he/she/it thinks it is best; and I will abide by, and be responsible to assure that any User abides by, any requirements imposed by the Association or such Leader.

I Acknowledge that the Association is not obligated to Provide Medical Care to me or any User and that the Association or any Protected Parties do not have the training or skill to provide medical care and do not undertake the responsibility to do so.

I understand that all statements above shall bind me, my heirs, personal representatives, executors, administrators, successors and assigns, are not merely recitals. I acknowledge, and it is my intent, that the Association shall rely upon my representations and the terms of this Agreement, and I understand and accept that without this Agreement and my compliance with this Agreement, the fees charged to use the Pool would be higher, or the Association would be unable to offer use of the Pool. I affirm that no promise, statement or representation by any of the Protected Parties concerning any of the facilities, activities or use of the Pool, or any damages or legal liability therefor, have been made to me other than as are stated in this Agreement.

I have read and fully understand the legal consequences of this Agreement and acknowledge that the Association has recommended that I have my attorney review this Agreement prior to my signing it.

The information provided by me below is made a part of this Agreement.

READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CAREFULLY; ASK ANY QUESTIONS BEFORE SIGNING; AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

ACKNOWLEDGEMENT:

I acknowledge review and approval of this Agreement on _____, 20__.

NAME: _____ DATE OF BIRTH: _____ AGE: _____

SIGNATURE (if eighteen (18) years of age or older): _____

I acknowledge review and approval of this Agreement on _____, 20__.

NAME: _____ DATE OF BIRTH: _____ AGE: _____

SIGNATURE (if eighteen (18) years of age or older): _____

IF USER(S) IS/ARE UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT, GRANDPARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:

I am the parent, grandparent or legal guardian of the below-named minor User(s) and have read the above Agreement. I give my unqualified permission and consent to the named minor's use of the Association swimming pool, and I hereby agree to be bound by the terms and conditions of this Agreement.

_____ Date: _____
Parent, grandparent or legal guardian (please print) Signature of Parent, grandparent or Legal Guardian

_____ Date: _____
Parent, grandparent or legal guardian (please print) Signature of Parent, grandparent or Legal Guardian

MINOR USER(S):

USER'S NAME: _____ DATE OF BIRTH: _____ AGE: _____

USER'S NAME: _____ DATE OF BIRTH: _____ AGE: _____

USER'S NAME: _____ DATE OF BIRTH: _____ AGE: _____

USER'S NAME: _____ DATE OF BIRTH: _____ AGE: _____

USER'S NAME: _____ DATE OF BIRTH: _____ AGE: _____