

# Sterling Hills West Metropolitan District

## USER AGREEMENT, WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION

In consideration of access to and use of the park facilities, amenities, equipment, events or activities, and the services of the Sterling Hills West Metropolitan District (the "District"), their agents, owners, officers, managers, volunteers, participants, employees, independent contractors, consultants and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "Releasees"), I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge, understand and assume all risk of injury and potential dangers arising from the conditions and use of any of the District's facilities, equipment, services, programs, premises, events and/or activities, which may occur on or about the District premises. Furthermore, I hereby acknowledge that the risks include, among other things: drowning; ice; slipping and falling; tripping; collision with fixed objects or people; the exposure to insects; sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; bumps, scratches, cuts and/or lacerations, abrasions, and bruises; cardiac related illness; the negligence of participants, or other persons who may be present; equipment failure or operator error; my own physical condition, and physical exertion associated with activity.
2. I acknowledge and understand that included within the scope of this waiver and release is any cause of action arising from the performance or failure to perform construction, operation, maintenance, inspection, supervision or control of the District facilities, equipment, services, programs and/or premises and/or from the failure to warn of dangerous conditions existing at the District facilities, equipment, services, programs, premises, events and/or activities, which may occur on or about the District premises.
3. I hereby voluntarily relinquish and release, discharge, and agree to indemnify and hold harmless, now and forever, Releasees from any and all claims, demands, liability or causes of action for personal injury, property damage, or death occurring to me or to anyone else, by whomever or wherever made or presented caused by or arising from my presence at or use of the District facilities, equipment, services, programs, events, and/or activities, which may occur on or about the District premises, including but not limited to injury or damage caused by negligence or omission on the part of Releasees.
4. Should Releasees or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Releasees, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. I hereby agree to abide by all rules and regulations of the District as they may be amended from time to time, whether posted or not.
8. This agreement and the rules and regulations of the District, as adopted and amended from time to time, set forth the entire agreement between the Releasees and me regarding liability. I have not relied on any representations made by or on behalf of the Releasees regarding this agreement. Nothing herein shall be deemed a waiver of the rights, privileges and limits on liability provided to the District by the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S.
9. I authorize the Releasees to contact me via telephone call or message or via e-mail at the phone number and e-mail address below.
10. I have had sufficient time and opportunity to read this agreement, I understand that I am giving up substantial rights, including the right to sue, and have read and understood it, and agree to be bound by its terms.

Participant Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Permit No. \_\_\_\_\_

Reservation Date: \_\_\_\_\_