

Assumption of Risk and Waiver of Liability, Release, Indemnification of All Claims AND Waiver of Liability Relating to Coronavirus/COVID-19

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at the Southwest Timnath Metropolitan District Swimming Pool, the District, and their respective affiliated entities, officers, directors, employees, and agents or now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that attendance, participation in activities at, and use of the SWTMDSP comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with attendance at the SWTMDSP, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with attendance at the Southwest Timnath Metropolitan District Swimming Pool and related facilities and improvements (“SWTMDSP”) and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is **extremely contagious** and is believed to spread mainly through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Attendance at the SWTMDSP could increase the risk of contracting COVID-19.** A&B Pool Services, LLC and the Southwest Timnath Metro District Nos. 1-4 (collectively, the “District”) have put in place preventative measures to reduce the spread of COVID-19, but they cannot guarantee that those who utilize the SWTMDSP, related facilities and surrounding property will not become infected with COVID-19. Further, attending or utilizing the **SWTMDSP** could increase your risk of contracting COVID-19.

Governmental Immunity

Governmental Immunity. Nothing in this Agreement/Waiver shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

**Assumption of Risk and Waiver of Liability, Release,
Indemnification & Covenant Not to Sue**

By signing this Assumption of Risk and Waiver of Liability, Release, Indemnification of All Claims AND Waiver of Liability related to Coronavirus/COVID-19, (“Liability Waiver”), and in consideration of my attendance at the **SWTMDSP**, I, _____, the undersigned participant, as well as my family members, minor children, or permitted guests, consent and acknowledge that the provisions herein shall remain in full force and effect. I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** A&B Pool Services, LLC and the District, their officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from and against any and all claims, causes of action, damages, demands, liabilities, losses, expenses, costs, and attorneys’ fees or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the **SWTMDSP** and surrounding property and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others. I acknowledge and agree and voluntarily assume the risk of becoming exposed to or infected by COVID-19 at the **SWTMDSP** and understand the risk that may result from the actions, omissions, or negligence of myself and others, including, but not limited to, A&B Pool Services, LLC and District employees, volunteers, agents and other members and their families.

In consideration of my attendance at the **SWTMDSP**, I, the undersigned participant, and my family, household members and permitted guests agree to abide by the Rules and Regulations of the District and use of the **SWTMDSP** and agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to attendance at the **SWTMDSP**.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at the **SWTMDSP** and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I or my household sustains while attending the **SWTMDSP** and that by signing this agreement I **HEREBY RELEASE** Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe attendance at the **SWTMDSP**.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Initial

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____,
in the year _____.

Participant Signature _____

Participant Name (Print Clearly) _____

ADDRESS: _____

EMERGENCY CONTACT: _____

EMERGENCY PHONE: _____

LIST DEPENDENT NAMES THAT ARE FINANCIALLY DEPENDENT UPON YOU:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Initial

Affirmation and Acknowledgement

Please check each of the boxes below saying that you agree to the following:

I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the last 30 days.

I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.

I affirm that I, as well as all household members, have not traveled outside of the country, or to any city outside of our own that is or has been considered a “hot spot” for COVID-19 infections within the last 30 days.

I understand that Southwest Timnath Metropolitan District Nos. 1-4 and A&B Pool Services, LLC cannot be held liable for any exposure to the virus or any other contagion caused by misinformation on this form or the health history provided by each participant.

I acknowledge that, while attending or participating in activities at the **SWTMDSP**, I will wear a mask/facial covering in compliance with all local health orders as necessary. I further acknowledge that I will be responsible for providing my own mask/facial covering and none will be provided by the District.

I affirm that I, as well as all household members, do not currently have, nor have experienced any of the following symptoms within the last 14 days: cough, shortness of breath, fever, chills, muscle pain, sore throat, or new loss of taste or smell.

Signature: _____

Today's Date: _____

Additional Rules and Restrictions:

- The number of people allowed in the pool area will be limited per state and County guidelines
- Reservations will be required - Contact the Pool Management with at least 24-hour advance reservation inquiry, there will be no “day of” reservations accepted
- Hours of access will be limited. The pool will close at a designated time, you and your family must leave the pool area at least 15 minutes prior to the pool closing time, no exceptions.
- Due to the limited access and circumstances imposed by COVID-19, guests will not be permitted this year
- Chairs, loungers will be placed 6ft apart and shall are not to be moved
- No tables will be available
- When not in the pool, you are required to wear a mask per state guidance
- Bathrooms/changing areas will be closed
- Any type of floating devices including noodles, and toys, balls, kickboards or other items that may be handled or passed from person to person are prohibited, child water safety devices will be permitted
- Food is prohibited, however a drink in individual containers are permitted, no glass items

There will be a strict policy that anyone not adhering to the guidelines will be banned from the pool for the duration of the season.

Initial