

Please fill out a waiver for each adult in your family. Children under the age of 18 may be listed jointly on a waiver. When completed please mail, fax, email or bring to the Vista Ridge HOA Community Center.

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**VISTA RIDGE MASTER HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION")
WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND COVENANT NOT TO SUE
AGREEMENT ("AGREEMENT")**

THIS IS A WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT. PLEASE READ THOROUGHLY BEFORE SIGNING.

The undersigned, _____, in consideration of me and/or minor children under my control (hereafter "Minor Children") being allowed to use the Vista Ridge Community Center and its facilities, including but not limited to the pool facilities, exercise equipment, tennis facilities, volleyball facilities, and other recreational facilities of the Vista Ridge Master Homeowners Association ("Recreational Facilities"), state and agree:

1. I have read and agree to comply with all Association rules and regulations now in effect, including specifically, those rules governing use of the Recreational Facilities.
2. I shall be solely responsible for ensuring that I and any Minor Children understand and abide by the Association's rules and regulations, and I further agree that if I/we fail to abide by such rules and regulations, my/our privileges to use the Recreational Facilities may be terminated or suspended immediately.
3. I acknowledge that certain activities sponsored or provided by the Association or available at the Recreational Facilities may be dangerous, possibly resulting in serious bodily injury or death. I acknowledge and understand that use of the Recreational Facilities and/or participation in Association sponsored activities subjects me and any Minor Children to additional risks and dangers, both known and unknown, including but are not limited to the inherent risks of recreational activities and the physical stress that may accompany the use of such Recreational facilities. I acknowledge that injuries could result from accidents or the negligence or carelessness of myself, Minor Children, or others, including the Association, its officers, directors, members, employees, or agents. I knowingly accept and assume all known and unknown risks in the use of the Recreational Facilities and/or participating in activities sponsored or provided by the Association on behalf of myself, or any Minor Children. I further acknowledge and agree that my/my Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association may be unsupervised at any or all times.
4. For good and valuable consideration, for myself and any Minor Children, I agree to indemnify and hold harmless the Association, its members, directors, officers, agents, managers, employees, and Vista Ridge Development Corporation, and its respective officers, directors, members, agents and employees (collectively the "Indemnified Parties") from all current and future, foreseen and unforeseen actions, expenses, judgments, damages, claims, losses or liabilities of any kind, including those arising out of their negligence or carelessness, and including attorney fees incurred in defending against any of the same, that may arise from or in connection with my and/or the Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association, including personal injuries or death, to me or any Minor Children.
5. For myself and any Minor Children, I hereby release, discharge and agree not to sue, or make any claim against the Indemnified Parties from any and all foreseen and unforeseen injury, death, claim, loss, or damage of any kind and nature, including attorney fees and court costs, that may arise from or in connection with my and/or any Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association, including injury, death, claim, loss, or damage arising out of the negligence or carelessness of the Association and its officers, directors, members, agents and employees, and waive any claims, loss, liability or damage that I or any Minor Children may have arising out of such injury, death, claim, loss or damage.

THIS WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT SHALL BE EFFECTIVE EVEN IF THE INJURY, DEATH, CLAIM, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION OR ANOTHER Indemnified Party. Negligence, as used herein, shall include, but not be limited to, failure to make reasonable and prudent efforts to determine (1) my or any Minor Children's ability to use the Recreational Facilities and/or engage safely in activities sponsored or provided by the Association or (2) my or any Minor Children's ability to safely manage particular recreation equipment or knowledge of a dangerous latent condition concerning the land, facilities, or equipment for which warning signs have not been conspicuously posted.

6. I hereby acknowledge that the Indemnified Parties have no obligation to provide medical care and have not undertaken the responsibility to do so; however, I consent to emergency medical treatment for myself and any Minor Children which may be deemed advisable in the event of injury, accident or illness resulting from my or any Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association.

7. This Agreement is executed without reliance upon any promise, inducement, statement or representation by the entity and or person released or their representatives or attorneys.

8. This Agreement shall bind me, any Minor Children, and our respective heirs, successors or assigns.

I and any Minor Children voluntarily use the Recreational Facilities and/or participate in activities sponsored or provided by the Association knowing the dangers involved, and we assume all known and unknown risks, and the above stated risks.

The terms of this Agreement shall serve as a complete waiver and release of liability, hold harmless and covenant not to sue agreement and EXPRESS assumption of all risks. I shall be solely responsible for my and any Minor Children's safety and well-being, and for all expenses that arise directly or indirectly from use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association.

I acknowledge that I have been afforded the opportunity to consult with legal counsel regarding the terms and conditions of this Agreement. I acknowledge that I have read the entire Agreement, that the terms of the Agreement are clear to me and there are no other understandings or agreements other than as set out above, and that I voluntarily consent to all of the Agreement's terms and provisions.

READ THIS WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND COVENANT NOT TO SUE AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

Date: _____

Signature: _____