

**WAIVER, RELEASE, COVENANT NOT TO SUE,
AND INDEMNIFICATION AGREEMENT**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, PLEASE CONSULT YOUR ATTORNEY.

In consideration for permission allowing me to enter and use the District's exercise room and facilities, ("Use") by signing this **WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT**, the undersigned warrants that I am over 18 years of age, and for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, waive, release, and covenant not to sue the following entities and persons: Berry Creek Metropolitan District, and each of its officers, directors, managers, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, attorney's fees, costs, expenses, and causes of action whatsoever arising out of any physical or property damages, losses, or injuries during and after my Use, including consequential damages, while I enter and use the District's exercise room and facilities, or in any way connected with or arising from my Use, while I enter and use the District's exercise room and facilities, or in any way connected with or arising from my Use, whether such losses, damages, or injuries result from the negligence of, or any other unintentional tort committed by the Releasees or from some other cause.

I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my Use or presence during the use of others. **I voluntarily assume the risks associated with such Use or presence.**

I, for myself, my heirs, legal representatives, executors and assigns, shall indemnify and hold harmless the Releasees for personal injury to anyone or property damage, caused by, or in any way arising from my Use or presence, including but not limited to all such damages as may result from the negligence of the Releasees.

This Waiver, Release, Covenant Not to Sue, and Indemnification Agreement is effective immediately and shall survive the Termination of my Use.

I have read and understood the rules concerning the use of and presence in the District's facilities and exercise room, and I agree to abide by them. I have read the **WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT**. **I execute it voluntarily and with full knowledge of its significance.**

IN WITNESS THEREOF, I have signed this Waiver, Release and Covenant Not to Sue this _____ day of _____, 20___, at Edwards, Colorado.

Print

Name: _____ Date: _____

SIGNED: _____

SINGLETREE COMMUNITY CENTER
EXERCISE ROOM CONTRACT

The hours for the exercise room are from 7:00 am to 10:00 pm. Users must be at least 18 years old. Children and dogs are not allowed in the exercise room or near the equipment. Unattended children are not allowed in the lobby area. Use will be on a space available basis. The exercise room use is restricted to the signatory and his/her spouse, or family members over the age of eighteen.

All users of the equipment are required to sign-in each time they use the equipment and report any problems to the District Administrator at (970) 926-2611. A Waiver, Release, Covenant Not to Sue and Indemnification Agreement will need to be on file at the Administrative office for each person using the equipment.

The District reserves the right to revoke privileges and/or keep the deposit in the event of abuse of equipment, using the equipment after 10:00 pm or before 7:00 am, or letting unauthorized persons use the equipment or enter the room. In the event a key is lost, the cost to change the locks and replace keys will be the responsibility of the person signing this contract.

Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Work: _____

Physical Address: _____

Date of Deposit: _____

Signature: _____