RECREATIONAL PARTICIPANT'S WAIVER, CONSENT, RELEASE AND INDEMNIFICATION

WARNING

THIS IS A LEGAL DOCUMENT WHICH AFFECTS SUBSTANTIAL LEGAL RIGHTS
YOU SHOULD READ AND FULLY UNDERSTAND IT BEFORE SIGNING
YOU HAVE THE RIGHT TO HAVE IT REVIEWED BY YOUR ATTORNEY

A WARRANTY OF FITNESS AND AGREEMENT TO DISCLOSE

THE UNDERSIGNED Participant hereby warrants to the Association that the Participant is in good physical condition with no undisclosed illness or physical impairment which would preclude participation in use of the Association's Pool facilities for exercise, including lap swimming. The Participant agrees to fully disclose to the Association any physical or mental condition which might adversely impact such participation and to fully discuss any reasonable accommodation which may facilitate participation.

B RELEASE OF LIABILITY AND INDEMNIFICATION

IN CONSIDERATION of being allowed to participate in the activities described below. Participant hereby assumes full responsibility for all risk of personal injury of any magnitude, including death, due to participation, weather conditions, facility use and condition, conduct of other participants in the designated activity. Participant hereby forever and absolutely releases and agrees to hold harmless the Association and all officers, directors, employees, representatives, agents or others involved in the activities in which Participant is to be involved, from any and all claims, demands, and liabilities which may arise out of Participant's participation in the designated activity.

Participant acknowledges and understands that a lifeguard will not be present and participation in the activity described below involves risk of physical and/or emotional injury or damage and that participation is knowingly and voluntarily undertaken.

Participant further agrees that no suit, claim or other action will be commenced or maintained against the entities or individuals released hereunder and that in the event of any such suit, claim or action, the Participant will fully indemnify and hold harmless the Association or named entities or individuals released hereby.

Participant further agrees that this waiver is related to unsupervised lap swimming (7:00 a.m. to 10:00 a.m.) before pool operational hours only and does not include any children or guests being permitted to be in the pool area

C ACTIVITY PARTICIPATION

I, _____ who reside at _____
PRINTED NAME ADDRESS
_____, Colorado, hereby request to participate in unsupervised lap swimming, an activity which uses facilities operated by the Association. I certify that I am eligible by ownership or residence to participate in the activity. I certify that my date of birth is _____
I CERTIFY THAT I HAVE READ AN UNDERSTAND ALL OF THE FOREGOING SECTIONS OF THIS DOCUMENT AND UNDERSTAND THAT BY SIGNING, I AM GIVING UP CETAIN LEGAL RIGHTS.

_____ _____
DATE PARTICIPANT'S SIGNATURE