



# Trailside Metropolitan District

Professionally Managed by Pinnacle Consulting Group, Inc.

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## **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 Trailside Metropolitan District Swimming Pool, and their respective affiliated entities, officers, directors, employees, and agents, now or at any time in the future.**

### **Acknowledgment of Risk**

I hereby acknowledge and agree that attendance at the Trailside Metropolitan District Swimming Pool comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with attendance at the Trailside Metropolitan District Swimming Pool, 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 Trailside Metropolitan District Swimming Pool ("TSMDSP") 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 an **extremely contagious** virus and is believed to spread mainly from person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Attendance at the TSMD swimming pool could increase the risk of contracting COVID-19.** A&B Pool Services, LLC and the **Trailside Metropolitan District Nos. 1-5** in no way warrant and cannot guarantee that COVID-19 infection will not occur through attendance at the **TSMD** swimming pool. Further, attending or utilizing the Swimming Pool 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 and Waiver of Liability related to Coronavirus/COVID-19, (“Liability Waiver”) and in consideration for my ability to attend and utilize the **TSMD**, I, \_\_\_\_\_, the undersigned participant, family members, minor children, or permitted guests, consent and acknowledge that the provisions herein and 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 **Trailside Metropolitan District Nos. 1-5**, their officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any 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, against A&B Pool Services, LLC and the Trailside Metropolitan District Nos. 1-4 on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the **TSMD** facilities/equipment or participation in **TSMD** programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I acknowledge and agree and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others.

In consideration of my attendance at the **TSMD**, 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 **TSMD** 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 **TSMD**.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at the **TSMD** 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 sustain while attending the **TSMD** 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 **TSMD**.

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.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my household, my minor children and permitted guests, including, but not limited to, personal



injury, disability, death, illness, damage, loss, claim, liability, attorney fees, or expense, of any kind, that I may experience or incur in connection with my attendance at the **TSMD** and activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees (collectively, "Claims").

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_ day of \_\_\_\_\_, in the year 2023.

Participant Signature \_\_\_\_\_

Participant Name (Print Clearly) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMERGENCY PHONE: \_\_\_\_\_

LIST DEPENDENT NAMES:

\_\_\_\_\_  
\_\_\_\_\_

**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 14 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 14 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 Trailside Metropolitan District and 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 Swimming Pool, 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: \_\_\_\_\_



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.

**2023 Pool Registration Form:**

Tag # \_\_\_\_\_

1<sup>st</sup>, Applicant Name: \_\_\_\_\_

First Last

**Circle One:** District member or Renter

2<sup>nd</sup>, Applicant Name: \_\_\_\_\_

First Last

Address: \_\_\_\_\_ Timnath, CO 80547

Phone: (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Home Cell 1 Cell 2

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone : (\_\_\_\_) \_\_\_\_\_  
First Last

**Dependent Information**

**\*All persons 23 years of age or younger who reside at same address as applicant and are dependent upon applicants/member for financial support.**

<u>Names(s)</u>	<u>Sex</u>	<u>Age</u>	<u>Swimming Ability (Circle level)</u>			
_____	M___ F___	____	non-swim	beginner	Inter	Advanced
_____	M___ F___	____	non-swim	beginner	Inter	Advanced
_____	M___ F___	____	non-swim	beginner	Inter	Advanced
_____	M___ F___	____	non-swim	beginner	Inter	Advanced

I understand and acknowledge that everything on this form is true. I have read and will communicate to my family all **Trailside Metropolitan District (TSMD)** Pool Rules, Pool Regulations, Guidelines and Covenants, Conditions, and Restrictions (CCR's) for TSMD including, but not limited to pool registration forms, pool rules and or posted signage at the pool.

I assume full financial responsibility for any damage caused by myself, spouse, guardians, and/or dependents, s to the pool and surrounding area. I also understand if I, my spouse, guardian, and/or dependents violate **TSMD** Management Rules, pool Regulations and CCR's for **TSMD** and/or Trailside Metropolitan District Nos. 1-5, CCR's as well as any local, state, or federal laws, that violator may be subject to prosecution and held responsible for such violation. **To get your pool tag:**

**You must live in Trailside Metropolitan District to fill out this form and use the pool and you will take the completed pool registration and waiver forms to the Pool when pool opens for the season.**



**Both applicants/guardians SIGNATURES are required**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/ 2023

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/ 2023

**Pool Membership Packet**

The **TSMD** is available to all Trailside Metropolitan District ("**TSMD** ") residents free of charge. The Pool is available to TSMD members who live in and/or own property within the **TSMD** boundaries. The pool agreement with **TSMD** is included in the operations and maintenance fees that you pay annually. A **TSMD** pool tag will be issued to District members in good standing.

District Member definition for the Pool Membership Form: Consists of the applicant, spouse, guardians (two adults) and dependents. Dependents are persons un-married, 23 years of age or younger who reside at the same address as applicant and are dependent upon applicant for financial support. (Over 21 assumed going to school.)

One tag will be issued to each home/lot. If the home is a rental, pool tag will be issued to either the renter or the homeowner, not both. Pool tags are not to be shared and tags are owned by **TSMD**.

Pool memberships carry no proprietary rights. No District members shall have or acquire any property rights in the property, assets, or holdings of **Trailside Metropolitan Districts Nos. 1-5**.

To get your pool tag: Read the pool waiver and registration forms, all rules for the pool, complete and sign and deliver to the pool the first time you visit the pool.

The pool tag must be presented when using the Pool. Lost pool tag replacement fee is \$25.00.

**All Pool Policies, Rules and Hours of Operation are Subject to Change Without Notice, based on Health Department Regulations and Authorization for Expanded Use of the Pool.**