

**LAGOON TOWNHOMES CONDOMINIUM ASSOCIATION, INC.**  
**RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ (parent or legal guardian of Participant, if Participant is less than eighteen (18) years old), in consideration of \_\_\_\_\_ (Participant) being allowed to use the recreational facilities of the Lagoon Townhomes Condominium Association, Inc. ("Association"), agree as follows:

**Acknowledgment of Risk.** I hereby agree and acknowledge that using the Association's recreational facilities is potentially a hazardous activity, possibly resulting in serious bodily injury or death. I acknowledge that my/my minor child's using the recreational facilities subjects me/my minor child to risks, both known and unknown, and I voluntarily undertake those risks. Those risks include acts of God, the forces of nature, the negligent and reckless acts or omissions of others or of the Association, its officers, agents, directors and shareholders, members, managers, partners, employees, subcontractors or independent contractors (herein "Risks"). I further acknowledge that the above list is not inclusive of all possible risks associated with use of the recreational facilities, and that the above list in no way limits the extent or reach of this Release, Waiver, Indemnification and Hold Harmless Agreement ("Agreement").

**Release and Waiver and Agreement Not to Sue.** I release, discharge and agree not to sue, or make any claim against, the Association, its officers, agents, directors, members, managers, partners, employees, subcontractors, or independent contractors ("Protected Parties"), for any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, judgments, or damages of any kind and nature, including attorneys' fees and court costs, which I, my minor child participant, my guests, tenants, invitees, assigns, or permitted users, my heirs, personal representatives, executors, administrators, successors and assigns may now have, or have in the future, against the Protected Parties, or any of them, arising out of or in any way related to the use of Association's recreational facilities, it being my express desire to undertake the risk, however the death, accident, injury or damage is caused.

THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION OR ANOTHER PROTECTED PARTY. Negligence as used herein shall include, but not be limited to: failure to make reasonable and prudent efforts to determine my/my minor child's ability to safely use the recreational facilities; or knowledge of a dangerous latent condition concerning the recreational facilities.

**Indemnification and Hold Harmless.** I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, damages, third party claims and losses, including their own losses, expenses, damages, attorneys' fees and court costs, that arise from my/my minor child's use of the Association's recreational facilities, or the use of the Association's recreational facilities by my guests, tenants, invitees, assigns, or permitted users.

**Compliance with Rules and Regulations.** I shall comply with all Association rules and regulations relating to the use of the recreational facilities. I shall be solely responsible for ensuring that my minor child or my guests, tenants, invitees, assigns, or permitted users knows and abides by the rules and regulations and the terms of this Agreement. I understand that the Association or its independent contractor or leader may terminate my/my minor child's or my guests, tenants, invitees, assigns, or permitted users' use of the Association's recreational facilities if he/she/it thinks it is best, and I/my minor child, or my guests, tenants, invitees, assigns, or permitted users will abide by any requirements imposed by the Association.

**Association Not Obligated to Provide Medical Care.** I hereby acknowledge that the Protected 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/my minor child which may be deemed advisable in the event of injury, accident or illness resulting from my/my minor child's participation in Association recreation activities.

This Agreement is executed without reliance upon any promise, statement or representation by the Protected Parties, or any of them, or their representatives or attorneys, concerning use of the Association's recreational facilities, and specifically upon and with knowledge of the disclosure made above. I acknowledge and agree that this Agreement shall be construed broadly to provide waivers, releases and indemnification to the maximum extent permissible under Colorado law.

**The terms of this Agreement shall serve as a complete release, waiver, indemnification and agreement to hold the Association harmless and EXPRESS assumption of the Risks. I shall be solely responsible for my/my minor child's safety and well-being, and for all expenses that arise directly or indirectly from Association recreation activities.** If any of my guests, tenants, invitees, assigns, or permitted users make use of the recreational facilities, I shall ensure that such guests, tenants, invitees, assigns, or permitted users execute this Release and file it with the Association before receiving access to the recreational facilities; if my guests, tenants, invitees, assigns, or permitted users do not execute and file this Release, I shall be solely responsible for any claims, damages, third party claims and losses, including their own losses, expenses, damages, attorneys' fees and court costs, that arise from use of the recreational facilities.

All statements above shall bind me, my heirs, personal representatives, executors, administrators, successors and assigns, and are not merely recitals. I acknowledge that the Association has relied upon these terms, and that without this Release, Waiver, Indemnification and Hold Harmless Agreement the Association would disallow my/my minor child's use of the Association's recreational facilities. **I have read and fully understand the legal consequences of this Agreement, and have had the opportunity to have my attorney review this Agreement prior to my signing it.** The information provided by me below is made a part of this Agreement.

**READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND HOLD HARMLESS 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.**

I acknowledge review and approval of this Agreement on \_\_\_\_\_, 20\_\_.

PARTICIPANT NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PARTICIPANT SIGNATURE (if over eighteen (18) years of age): \_\_\_\_\_

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:**

I am the parent or legal guardian of the above-named minor participant and have read the above Agreement. I give my unqualified permission and consent to the named minor's use of the recreational facilities, and I hereby agree to be bound by the terms and conditions of this Agreement.

\_\_\_\_\_  
Parent or Legal Guardian (please print)

\_\_\_\_\_  
Signature of Parent or Legal Guardian