

Return to: Western States Property Services, Inc.  
9145 E Kenyon Ave, Ste 100  
Denver, CO 80237

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,  
INDEMNIFICATION AND COVENANT NOT TO SUE  
WOODRIDGE TERRACE HOMEOWNERS ASSOCIATION**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** By signing this agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against the Woodridge Terrace Homeowners Association. ("Association") as a result of any injury to you or your minor child (if applicable) or to your or your minor child's property arising out of your or your minor child's use of the Association's swimming pool and pool area, grill, kitchen and bathrooms ("Pool Facilities").

**IN CONSIDERATION OF THE ASSOCIATION AFFORDING ME AND/OR MY MINOR CHILD THE OPPORTUNITY TO USE THE POOL FACILITIES, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I ACKNOWLEDGE AND AGREE AS FOLLOWS:**

**COMPLIANCE WITH ALL RULES:** I have read and agree to comply and cause my minor child, guests and invitees to comply with: 1) all pool rules and regulations now in effect, including any rules as stated on signs located in and around the Pool Facilities; and 2) any and all rules adopted in the future; and 3) any rules attached hereto (collectively the "Rules").

**ACKNOWLEDGEMENT OF RISKS:** By its nature, swimming and other activities involved in the Pool Facilities are potentially hazardous. I fully understand that the Pool Facilities have and pose inherent risks, dangers and hazards for me and/or my minor child. These risks include, but are not limited to serious bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability to me and/or my minor child. I understand that my and/or my minor child's use of the Pool Facilities may result in injury or illness including, but not limited to, serious bodily injury, disease, strains, fractures, partial and/or total paralysis, or other ailments that could cause serious disability to me and/or my minor child, or death. I understand that these risks and dangers may be caused by the negligence of the Association and its staff, the negligence of other swimmers, the negligence of third parties, accidents, breaches of contract, the forces of nature or other causes, and I acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes including risks, hazards and dangers that are integral to any swimming activity. **I UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO LIFEGUARD ON DUTY AND THAT I AND/OR MY MINOR CHILD SWIM OR OTHERWISE USE THE POOL FACILITIES AT OUR OWN RISK.** I hereby assert that my and/or my minor child's participation is voluntary and that I knowingly assume all risks and dangers and all responsibility for any losses and/or damages to myself and/or my minor child that may result from using the Pool Facilities. I agree to be solely responsible for my own and/or my minor child's safety and to take every precaution to provide for my own and my minor child's safety and well-being while using the Pool Facilities. Also, I understand that while using the Pool Facilities there may not be rescue or medical facilities or expertise which may be necessary to deal with potential injuries to which I and/or my minor child may be exposed. I understand that these risks exist and notwithstanding them I wish to participate or have my minor child participate in using the Pool Facilities.

**I FURTHER ACKNOWLEDGE, UNDERSTAND AND AGREE** that, included within the scope of this Agreement are any claims or causes of action (a) arising out of the performance, or failure to perform, maintain, and/or inspect, the Pool Facilities, (b) relating to the failure to warn of dangerous conditions existing in the Pool Facilities, and/or (c) arising out of negligent supervision or instruction of or by the Association, its members, directors, officers, employees, volunteers, managers, contractors, agents and representatives.

**PARENTAL OR GUARDIAN CONSENT** (applicable if person using the Pool Facilities is under the age of 18). I hereby consent to my minor child using the Pool Facilities as discussed herein.  
(over)

**WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE:** In addition to the acknowledgments, waivers and releases discussed above, I, on behalf of myself, my minor child (if applicable), and my and or my minor child's personal representatives, hereby covenant not to sue and voluntarily agree to waive, release, indemnify and hold harmless the Association and its members, directors, officers, employees, volunteers, managers, contractors, agents and representatives, from any and all liability and claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claims which may arise out of my or my minor child's use of the Pool Facilities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I or my minor child may have presently or in the future for any negligent acts or omissions by the Association, its members, directors, officers, employees, volunteers, managers, contractors, agents and representatives, in connection with my or my minor child's use of the Pool Facilities. I agree on behalf of myself and my minor child (if applicable) that if I or anyone on behalf of me or my minor child brings any claims or action which would be barred by this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE, the Association will be entitled to recover from me the attorneys' fees and costs incurred in defending against that action, including the attorneys' fees incurred in presenting the defense of release.

**RESPONSIBILITY FOR EMERGENCY CARE:** I further consent to emergency transportation and treatment necessary in the event of injury or illness to myself or my minor child arising out of use of the Pool Facilities. I accept responsibility for the payment of any associated emergency transportation and treatment expenses and any subsequent medical bills, and I acknowledge that the Association has not purchased any health or accident insurance to cover such expenses and release the Association and all other persons and entities from providing this coverage to me. I agree to indemnify and hold harmless the Association from any costs incurred for any such emergency care.

**CONDUCT:** I understand and agree not to distribute pool card keys to anyone outside of immediate family or authorized guardians. I understand and agree that my or my minor child's conduct, if deemed inconsistent with the Rules, may result in my or my minor child's expulsion from the Pool Area, suspension or revocation of pool use privileges and the imposition of fines as determined by the Board in its sole discretion.

**SEVERABILITY:** I agree that in the event any provision of this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

**GOVERNING LAW:** This agreement shall be interpreted according to Colorado law. It is to be construed as broadly and inclusively as is permitted by relevant Colorado law.

I have read the above and by signing below agree that it is my express intent to exempt and relieve the Association, its members, directors, officers, employees, volunteers, managers, contractors, agents and representatives, from liability for personal injury, property damage or wrongful death caused by negligence or any other cause, except for willful, wanton, reckless or grossly negligent conduct. I specifically understand that I am releasing, discharging and waiving any claims or actions that I or my minor child may have presently or in the future for negligent acts or other conduct by the Association and/or its members, directors, officers, employees, managers, volunteers, contractors, agents and representatives in connection with my or my minor child's use of the Pool Facilities.

I also represent that (1) I have fully read this document; (2) I would not have signed this document unless I fully understood its intent to bar any future claims against the Association, its members, directors, officers, employees, volunteers, managers, contractors, agents and representatives,  
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and to protect them from any future loss or liability arising out of or resulting from my or my minor child's use of the Pool Facilities; (3) I have had the opportunity to have an attorney review this document and explain it to me if I so desired; and (4) that this document has been signed by the parent or legal guardian of the named participant, if applicable.

**Printed Name(s) of Participant(s)/Swimmer(s):**

- 1. \_\_\_\_\_ Age (if under 18) \_\_\_\_\_
- 2. \_\_\_\_\_ Age (if under 18) \_\_\_\_\_
- 3. \_\_\_\_\_ Age (if under 18) \_\_\_\_\_
- 4. \_\_\_\_\_ Age (if under 18) \_\_\_\_\_

**AGREEMENT TO WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE RE: USE OF POOL FACILITIES:**

\_\_\_\_\_  
SIGNATURE  
(If Participant/Swimmer is 18 years old or older)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WOODRIDGE TERRACE ADDRESS

IF UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW:  
I am the legal guardian of the above minor(s) and have read the above agreement. I hereby consent to the terms of the agreement on behalf of the named minor(s), and give my consent to the participation of the above named minor(s) in use of the Pool Facilities on the terms stated.

\_\_\_\_\_  
SIGNATURE OF PARENT OF GUARDIAN  
(If Participant(s)/Swimmer(s) is under 18 years old)

\_\_\_\_\_  
DATE

Please list names and telephone numbers for individuals to contact in case of emergency:

- 1. \_\_\_\_\_ Phone \_\_\_\_\_
- 2. \_\_\_\_\_ Phone \_\_\_\_\_
- 3. \_\_\_\_\_ Phone \_\_\_\_\_