

## Resident Recreation Pass Agreement and Waiver

- Current/Valid Recreation Passes are required while using the recreation amenities within the Districts.
- To ensure that the beaches, lakes, farms, and orchards are used only by community members and their guests, the onsite patrol team will check recreation passes throughout the year.
- If a current Recreation Pass is not in the Resident's possession while using the amenities, they and their guests will be asked to leave the area until a current Recreation Pass is presented.
- Recreation Pass holders are allowed two (2) guests per card holder. Guests must be accompanied by a Resident card holder.
- Recreation Passes are revocable and repeated violations are subject to fines.

The full Amenities Use Policy for PTMD can be found at: <http://www.poudretechmetro.org/documents.html>

The full Amenities Use Policy for RDMD can be found at: <https://www.raindancemetrodistrict.org/documents.html>

### Individual, Guest and Parent/Legal Guardian Waiver of Liability and Release Form

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in Recreational Activities (as defined below) at the Amenities and/or the Elite Amenities (as defined below) on property owned or maintained by Raindance Metropolitan District No. 1 and/or Poudre Tech Metropolitan District (the "Districts") must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while participating in activities at the Districts including but not limited to swimming, exercising, and sports activities (each a "Recreational Activity" and together the "Recreational Activities"), either because of your (or your child/ward's) own conduct, conduct of others, conduct of the Districts, or the condition of the District Amenity. The Districts want to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward's participation in such Recreational Activity.

You recognize and acknowledge that participation in Recreational Activities involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property, exposure to inclement weather, insect or animal bites, and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the District Amenity or any equipment used therein. Further, by signing below, you certify that you understand that these are some but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown, anticipated or unanticipated.

You further acknowledge that you are legally responsible for your actions, your child/ward's actions (if applicable), and your guests' actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.

You agree to indemnify and hold the Districts, their officers, employees, agents, consultants, and representatives, and Water Valley Companies, Trollco, Inc., Raindance Communities LLC, Raindance Development LLC, Pelican Lakes, LLC, and Marina One, LLC (collectively the "Developers"), their officers, employees, agents, consultants, and representatives, harmless from any claim, liability, damage, loss, or injury (including death), which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the Districts or Developers. You further agree to release, waive, and discharge, and covenant not to sue the Districts, their officers, employees, agents, consultants, and representatives, and/or the Developers, their officers, employees, agents, consultants, and representatives, for any and all claims, demands, or causes of action whatsoever, arising out of any claim, liability, damage, loss, or injury (including death), incurred on or to you or your child/ward as a direct or indirect result of your or your child/ward's participation in any Recreational Activity. This release of liability and indemnity applies to you, the undersigned; your child/ward; and any of your personal representatives, assigns, heirs, or next of kin.

This Waiver of Liability and Release Form is governed by the laws of the State of Colorado. If a court of competent jurisdiction finds any clause or provision of this Waiver of Liability and Release Form to be invalid, the balance of the paragraphs is still enforceable.

The Amenities are recreational property and facilities owned and maintained by Poudre Tech Metropolitan District, including but not limited to the lakes, beaches, community docks, watercraft, golf carts, sport courts, trails, parks, pavilions, gazebos, open space, orchards, farm fields, and participation in community events; and by Raindance Metropolitan District, including but not limited to golf carts, sport courts, trails, parks, pavilions, gazebos, open space, orchards, farm fields, and community events.

The Elite Amenities are the W-Club and the Raindance River Resort, including but not limited to all gym and pool equipment.

You agree that you have had the opportunity to consult legal counsel, have received sufficient information regarding the Recreational Activities to assess the potential degree of risk involved and the extent of possible injury, understand the activities and potential risks, and are 18 years of age or older and have carefully read and fully understand the effect of relinquishing the rights that you hereby waive on behalf of yourself and the minors listed below, and voluntarily sign this Waiver of Liability and Release Form.

To expediate the process, please use the fillable form to type in your information, save the PDF file, then email the completed PDF to [Clientservices@advancehoa.com](mailto:Clientservices@advancehoa.com).

**Adults (over 18)**

_____	_____	_____
(Printed Name)	(Signature)	(Date)
_____	_____	_____
(Address)	(Email)	(Phone Number)
_____	_____	_____
(Printed Name of Second Adult)	(Signature)	(Date)
_____	_____	_____
(Printed Name of Third Adult)	(Signature)	(Date)

**Names & Ages of Children (under 18)**

_____	_____	_____	_____
(Child 1 Name)	(DOB)	(Child 2 Name)	(DOB)
_____	_____	_____	_____
(Child 3 Name)	(DOB)	(Child 4 Name)	(DOB)

PLEASE SELECT ONE (1) OPTION:

- Please print passes for pick up at the Water Valley Onsite Office.  
*-Please allow (5) business days for processing. You will receive an email when they're available for pick-up.*  
*-The onsite office is conveniently located: 1601 Pelican Lakes Point Ste. 100, open Monday – Friday, 8:30 am – 5:30 pm.*  
*-Residents younger than 18 years of age will not be issued passes, unless accompanied by the homeowner.*

- Please mail the passes to my home.  
*-Please allow 7-10 business days for receipt of passes*