

**HERITAGE HILLS METROPOLITAN DISTRICT
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
FOR DOG SPLASH POOL EVENT**

In consideration for being permitted to participate in the **Dog Splash Pool Event** at the Heritage Hills Metropolitan District Clubhouse Pool, 9201 East Heritage Hills Parkway, Lone Tree, Colorado 80124, I acknowledge and voluntarily agree to the following:

A. Assumption of Risk. I fully understand that participating may not only involve the risk of serious injury or death to myself and any animal I elect to bring, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, including animals at the event, and the condition of the property, and I voluntarily agrees to assume this risk.

I understand and acknowledge that possible risks related to this activity (for all attendees, including animals) include, but are not limited to: accidents, including, but not limited to drowning and accidents in connection with pool water; dog bites and other risks related to proximity to animals; illness; dangers arising from the use of the District's pool and pool equipment; damage to property owned by me, the Heritage Hills Metropolitan District, or a third party; and serious bodily injury, including but not limited to, permanent disability, paralysis, and death.

B. Voluntary Participation. I acknowledge that the Dog Splash Pool Event is a recreational activity, that my participation (and the participation of any animal I may elect to bring) is voluntary, and that I may freely choose not to participate without consequence.

C. Release and Covenant Not to Sue. I and any personal and legal representatives, heirs, successors and next of kin agree not to sue and shall forever release, hold harmless, and indemnify the Heritage Hills Metropolitan District and each of its directors, employees, and agents from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by myself or any other person in any way arising out of, or alleged to arise out of, directly or indirectly, in whole or in part, my participation (and any participation of any animal I elect to bring) in the Dog Splash Pool Event, regardless of any negligence of the Heritage Hills Metropolitan District. I assume full responsibility for all injuries or damages which may occur including those above and beyond the inherent dangers and risks of my participation (and the participation of any animal I elect to bring) in the Dog Splash Pool Event.

D. No Representations. I understand that the Heritage Hills Metropolitan District makes no representations or guarantees as to the condition, the safety, or the fitness of any participant. I agree that it is my responsibility to determine whether (1) I am sufficiently fit and healthy enough to participate in the Dog Splash Pool Event; and (2) whether any animal I elect to bring is sufficiently fit and healthy enough to participate in the Dog Splash Pool Event.

I have carefully read this Release and Waiver of Liability and Assumption of Risk Agreement and fully understand its contents. I am aware that I have given up certain legal rights by signing this Agreement and acknowledge that I am signing the Agreement voluntarily. I understand and acknowledge that there is no obligation to participate or sign this Agreement, but I desire to do so. I certify that I am at least eighteen years of age and am the participant. I affirm that the above information is current, true, and correct and may be subject to verification. I further state that I fully understand that I am legally responsible for any damage to Heritage Hills Metropolitan District property caused by me or any animal I elect to bring and that failure to comply with any rules and/or policies provided by the Heritage Hills Metropolitan District for the Dog Splash Pool Event may result in revocation of my privilege to participate and/or legal action against me.

Participant Name: _____

Participant Signature: _____ **Date:** _____