

PROPERTY OWNER/RESIDENT FORM

**FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3
PROPERTY OWNER/RESIDENT FORM**

Property Address: _____

Out-of-District Address: **(If Applicable)** _____

Owner/Resident Last Name: _____ Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

2nd Owner/Resident Last Name: _____ 2nd Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

E-mail Address(s) for **contact purposes**: _____

Emergency Contact: _____ Telephone: _____

(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner/Resident or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

ADDITIONAL AUTHORIZED USERS:

Includes: **Adult Children** (18+);
Tenants/Renters;
Nannies/Grandparents/Caretakers (must accompany minor User(s));
and/or
Others **Residing at Your Property Address (PROOF MAY BE REQUIRED)**
Additional Authorized Users **Do NOT Include Guests.**

Each property address may receive up to five (5) free guest passes per year. Additional guest passes may be purchased during operational business hours for \$7.00 per day for each facility. Guests are limited to a maximum of two (2) per day.

ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN ADDITIONAL AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.

Authorized User Name	Sex	Relationship	Birthdate
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____

EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM

[To be completed by the District office]

Type of Document Used to Confirm Ownership/Resident Status

Additional Comments regarding Ownership/Resident Status

ADDITIONAL AUTHORIZED USER FORM

**FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3
ADDITIONAL AUTHORIZED USER FORM**

All adult Additional Authorized Users must complete this form AND be listed on a Property Owner Form AND sign a Waiver and Consent Form in order to access the Recreation Amenities.

USER INFORMATION:

Last Name: _____ First Name: _____

Home Phone: _____ Work/Cell Phone: _____

Residence Address: _____

Relationship to Property Owner: _____

E-mail Address(s) for **contact purposes:** _____

2nd Person Last Name: _____ 2nd Person First Name: _____

Home Phone: _____ Work/Cell Phone: _____

Relationship to Property Owner: _____

E-mail Address(s) for **contact purposes:** _____

Emergency Contact: _____ Telephone: _____

(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

MANDATORY INFORMATION ON PROPERTY OWNER AUTHORIZING USE:

Address of Property Owner Authorizing Use: _____
(In-District Address)

Owner Last Name: _____ Owner First Name: _____

Owner Home Phone: _____ Work/Cell Phone: _____

EACH ADDITIONAL AUTHORIZED USER MUST ALSO SIGN A WAIVER AND CONSENT FORM

RELEASE FORM

FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3

WAIVER AND CONSENT FORM

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children for whom I am the legal guardian named, if any, as well as my guests, guests' children and authorized additional users listed on my Property Owner Form (if applicable) (collectively, the "**Recreation Users**"), desire to participate in activities at the pool, the Retreat, or the parks, or use other equipment, amenities, facilities, premises or property (collectively, the "**Recreation Amenities**") owned or operated by the Fossil Ridge Metropolitan District Nos. 1-3 (the "**District**"), and recognize the possibility of physical injury and loss associated with swimming and use of Recreation Amenities, including, but not limited to, slipping and falling, cardiovascular stress, and bodily injury. These are some, but not all, of the risks inherent in use of the Recreation Amenities; a complete listing of inherent and other risks is not possible. There are also risks which cannot be anticipated. I agree that all Recreation Users will abide by all rules, regulations, and policies of the District, will use reasonable care and make reasonable diligent efforts to avoid any harm, injury, or loss of property to any person using the Recreation Amenities, and release the District and their agents from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District.

I agree as follows:

1. **to release and agree not to sue the District**, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "**Claim**" or "**Claim(s)**") for any injury, damage, death or other loss incurred by Recreation Users, in any way connected, directly or indirectly, with participation in activities and/or use of the Recreation Amenities by Recreation Users. **I understand I agree here to waive all Claims Recreation Users may have against the District and agree that Recreation Users, nor anyone acting on Recreation User's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by Recreation Users;** and

2. **to release and to indemnify, defend, and hold harmless** ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of Recreation Users for any injury, damage, death or other loss in any way connected, directly or indirectly, with participation in activities and/or use of the Recreation Amenities by Recreation Users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by the conduct of Recreation Users.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow other Recreation Users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by Recreation Users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by Recreation Users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

ASSIGNMENT OF RECREATIONAL RIGHTS

Property Address: _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

I, on behalf of all owners of the above referenced property, hereby temporarily assign any right to receive an Access Card to the Swimming Pool within the Fossil Ridge Metropolitan District Nos. 1-3 to _____(name of assignee), through _____(termination date).

This Assignment may be revoked at any time, in the sole discretion of the owner, upon written notice to the District.

Signature of Owner

MINOR RELEASE FORM

**FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3
MINOR RELEASE FORM**

I, _____(Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors between the ages of 12 and 17: **(Please note each child under 18 years of age will need to pass a swim test before he/she will be allowed to swim unaccompanied. Further, anyone in chest deep water may be required to pass a swim test).**

Name (Please Print)	Age	Birthdate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

As the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the Swimming Pool of the Fossil Ridge Metropolitan District Nos. 1-3 without my presence and without the presence of another parent or legal guardian.

In making such authorizations, I acknowledge and agree that any activities engaged in at the Swimming Pool by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. Fossil Ridge Metropolitan District Nos. 1-3 (the "**District**") shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the District's agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Swimming Pool may be revoked at any time by the District Manager in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Swimming Pool.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____