

**CUNDALL FARMS METROPOLITAN DISTRICT
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 minor children under the age of 18, if any, as well as my guests (as applicable), desire to participate in activities on property owned or operated by the Cundall Farms Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District and non-District users, as applicable, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, sports. I agree that I, and my children and/or guests, will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the District's property.

I, as an adult participant, and for and on behalf of my participating minor children, if any, and my guests agree as follows:

1. To release and agree not to sue the District, their 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") for any injury, damage, death or other loss incurred by me, my children, my guests, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests. I hereby waive all Claims I or my children, or my guests may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, nor any guests, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me, my children, my guests; and
2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, their 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 me, my minor children or a family member, my guests, for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the District's property by me, my children, my guests; 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 my own conduct or that of my children or my guests, in the course of participating in activities, and/or using the District's property.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children or guests to use the District's property with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, or my guests. I agree that use of the District's property and participation in activities or events at the District's property shall be undertaken by me, my children, and/or my guests, 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, regardless of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the District's property, 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.

I hereby attest that I have carefully read, understand, and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, and estate; and that I have received, read and understand the District's rules, regulations, policies and procedures governing the District's property.

Print Name

Signature

Date