

# DENVER CONNECTION WEST METROPOLITAN DISTRICT

## HUB/POOL USE WAIVER and INDEMNITY AGREEMENT

I hereby make application to the Denver Connection West Metropolitan District for the non-exclusive use of the HUB/swimming pool (the "Pool") located in Avion at Denver Connection ("ADC"). As a condition to such use I, for myself, my guests, and family members identified below herein agree to the following:

1. I have read and understand the Denver Connection West Metropolitan District Facilities Rules.
2. I understand that a membership card is for use by the family obtaining the membership. Sharing of the membership card to anyone outside of the immediate family will revoke pool and HUB membership privileges for the season.
3. I understand that children under the age of 12 may not use the Pool without proper guardian supervision and that there is not a lifeguard on duty at the Pool.
4. I assume all responsibility for my actions and behavior, and the actions and behavior of my family members and guests, and agree to cause each such person to comply with the Denver Connection West Metropolitan District Rules and Regulations concerning HUB/Pool use.
5. I understand that use of the HUB/Pool may expose me, my family and my guests to certain hazards, including but not limited to the risk of injury or death from accidental drowning, slippery surfaces, sun exposure, and other risks inherent to outdoor activities and chemically treated water. I agree to be personally responsible for, and indemnify and hold harmless the Denver Connection West Metropolitan District and William Lyon Homes (the Developer), and each of their officers, directors, employees, agents and members from any and all claims costs, causes of action or liability for personal injury or property damage which may arise as result of use of the HUB/Pool by me, my family, and my guests. This Waiver and Indemnity Agreement shall apply to the full extent permitted by law.
6. I have read and understand this Agreement, am at least 18 years of age, agree to be bound by its terms, and am capable of signing the Agreement on behalf of the family members listed herein.

**THIS IS A WAIVER AND INDEMNITY AGREEMENT – PLEASE READ CAREFULLY BEFORE SIGNING.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Residence Address*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*E-mail Address*

List all family members (if children, include age of each child):

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