



## NEW RESIDENT WAIVER FORM

Please have EACH RESIDENT in household complete a separate WAIVER form and submit to staff.

### WAIVER, RELEASE AND COVENANT NOT TO SUE

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.**

In consideration to *The Club* at Fairway Villas including the athletic equipment, pool, parks, sport courts and related Fairway Villas amenities owned by the Town Center Metropolitan District – Sub-Districts #1 and #4 facilities and programs offered by *The Club and The Lodge*, by signing this **WAIVER, RELEASE AND COVENANT NOT TO SUE**, I, \_\_\_\_\_, whose address is \_\_\_\_\_, for myself, my spouse, my guest and my heirs, legal representatives, executors and assigns, hereby waive, release, and covenant not to sue the District and its officers, directors, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury while upon the premises of the District or while participating in or attending any sport, recreational, or other program or activity sponsored or sanctioned by Releasees, or in any way connected with the District facilities and/or programs (collectively "programs"), whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releasees or from some other cause.

I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my participation or attendance at the programs. I voluntarily assume the risks associated with such participation or attendance.

This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the termination of my rights to use the District facilities and programs.

I, the undersigned, have read this **WAIVER, RELEASE AND COVENANT NOT TO SUE**, and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have signed this **WAIVER, RELEASE AND COVENANT NOT TO SUE** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Denver, Colorado.

PRINT NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_



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**ASSUMPTION OF RISK AND WAIVER OF LIABILITY  
RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact: respiratory droplets, physical contact, and contacting commonly used surfaces. The Town Center Metropolitan District and Town Center Metropolitan District Subdistricts 1, 2, 3, 4, and 5 (the “Districts”) have put in place preventative measures to reduce the spread of COVID-19; however, the Districts cannot guarantee that those who attend and utilize the Districts’ community centers, amphitheater, outdoor pool and cabana, recreational facilities and the community gardens (the “Districts’ Facilities”) and other programs will not become infected with COVID-19. Further, attending and using the Districts’ Facilities and other programs could increase your risk of contracting COVID-19.

By signing this Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 (“COVID-19 Liability Waiver”), I, \_\_\_\_\_ (**NAME OF PARTICIPANT**), acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending and using the Districts’ Facilities and other programs and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others. I understand that the risk of becoming exposed to or infected by COVID-19 by attending and using the Districts’ Facilities and other programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Districts’ employees, contract service providers, volunteers, and other members and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, attorney fees, or expense, of any kind, that I may experience or incur in connection with my attendance at the Districts’ Facilities or participation in District programs (“Claims”). On my behalf, and on behalf of any invitee, I hereby release, covenant not to sue, discharge, and hold harmless the Districts, their directors, officers, agents and employees, and representatives (the “Released Parties”) of and from the Claims, including all liabilities, claims, actions, damages, costs, attorney fees, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, whether a COVID-19 infection occurs before, during, or after participation in any of the Districts’ programs or attendance at any of the Districts’ Facilities.

I further shall indemnify, hold harmless and defend the Released Parties from and against any and all claims, damages, demands, liabilities, losses, expenses, costs, and attorneys’ fees incurred by the Released Parties in connection with my attending and using the Districts’ Facilities and other programs.

Signature: \_\_\_\_\_

Today’s Date: \_\_\_\_\_

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Signature: \_\_\_\_\_

Today’s Date: \_\_\_\_\_