

## **EXHIBIT B TO RESOLUTION**

### **THIS IS A RELEASE OF LIABILITY**

#### **READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING**

#### **ACTIVITY PARTICIPATION ASSUMPTION OF RISK, RELEASE, WAIVER, AND DISCHARGE**

I, \_\_\_\_\_, acknowledge that I have requested permission from the TIMBERS ESTATES METROPOLITAN DISTRICT (hereinafter referred to as the "District") to access and use District-owned property ("Ponds 1 and 3") for non-motorized activities consistent with the District's policies governing use of Ponds 1 and 3 ("Pond Policies"). I hereby acknowledge that I have been provided a copy of the District's Pond Policies, and I have read and understand the rules for use set out in the Pond Policies.

NOW, THEREFORE, in consideration of being permitted access to Ponds 1 and 3 for the activities allowed in the Pond Policies and, being fully aware of the nature of the allowed activities and the risks inherent in participating in such activities, state that I understand such activity involves the risk of physical injury or accidental death. I further understand that by using Ponds 1 and 3 for allowed recreational activities I run the risk of physical injury, both internal and external, temporary or permanent, or the risk of death, and may run the risk of developing mental stress.

1. Assumption of Risk. I have independently evaluated and reviewed the risks and determine to engage in the above-listed activity with full knowledge and acceptance of the risk. Fully understanding these risks, I, for myself, my spouse, my legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury (including death), or property damage which may result from participation in this activity.

2. Release. I, for myself, my spouse, my legal representatives, heirs and assigns, hereby waive, release, and discharge the District, its officials, employees, volunteers, attorneys, and agents (hereinafter the "District") from any and all liability to me, my spouse, my legal representatives, heirs, and assigns, for any and all losses or damages resulting therefrom, on account of any injury to me, even injury resulting in death, or to my property, whether caused by negligence of the District or otherwise, which claims, losses, and demands arise during or result directly or indirectly from participation in the subject activity.

3. Indemnification. I agree to fully indemnify and hold harmless the District, from any and all losses, liabilities, damages, or costs, including reasonable attorney's fees, which may be incurred as a result of injuries to me which arise from my participation in the subject activity, whether any such loss or liability was caused by the negligence of the District or otherwise. I further agree to indemnify and hold harmless the District for any acts or conduct on my part, of whatever kind or nature whatsoever, while participating in the above-listed activity.

4. Extent of Release. The undersigned expressly agrees that this Release and Indemnification is intended to be as broad and inclusive as is permitted by the laws of the State

of Colorado, and to extend for multiple years until rescinded in writing by the undersigned. If any portion of this Release, Waiver, and Discharge is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

5. Knowledge and Consent. The undersigned has carefully read the foregoing assumption of risk, waiver, release, and discharge provisions and knows and understands fully the contents of said provisions. No oral representations, statements or inducements, other than the foregoing written agreement have been made.

6. Counterparts, Electronic Signatures and Electronic Records. This Release may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The undersigned consents to the use of electronic signatures or digitally rendered signatures and agrees that the transaction may be conducted electronically or remotely pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. This Release and any other documents requiring a signature may be signed electronically, or signed and provided as a digital image. The undersigned agrees not to deny the legal effect or enforceability of this Release, solely because it is in electronic form or because an electronic record was used in its formation. The undersigned agrees not to object to the admissibility of this Release in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature or digitally imaged signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

The foregoing Activity Participation Assumption of Risk, Release, Waiver, and Discharge was read and understood by the undersigned this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RESIDENT/HOMEOWNER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PARENT OR GUARDIAN OF MINOR:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature & Date