

BEEBE DRAW FARMS AUTHORITY

POOL USE WAIVER and INDEMNITY AGREEMENT

Each and every person (or parent/legal guardian of a person under the age of eighteen (18)) must sign this Pool Use Waiver and Indemnity Agreement before using the Beebe Draw Farms Authority swimming pool and pool facilities (the "Pool Facilities") in Pelican Lakes Ranch.

I, the undersigned, for myself and my child(ren)/ward(s) under the age of 18, as identified below, in order to and by using the Beebe Draw Farms Authority Pool Facilities, acknowledge, understand, and agree as follows:

1. I have read and understand the Beebe Draw Farms Authority Pool Rules ("Pool Rules"). I assume all responsibility for my actions and behavior, and the actions and behaviors of my child(ren)/ward(s) and guests and will cause each such person to comply with the Pool Rules. I understand that failure to comply with the Pool Rules will result in the revocation of my or my child(ren)/ward(s)'s access to the Pool Facilities on a temporary or permanent basis.

2. I understand that children under the age of 13 may not use the Pool Facilities without adult supervision and that NO LIFEGUARD IS ON DUTY AT THE POOL.

3. The possibility of being infected by COVID-19 is an unavoidable potential consequence of using the Pool Facilities, and infection may result in personal injury, illness, economic loss, permanent disability, or death. By visiting the Pool Facilities during the COVID-19 pandemic, I accept the risk I or my child(ren)/ward(s) may be exposed to and infected by COVID-19.

4. I acknowledge and understand that use of the Pool Facilities may expose me, my child(ren)/ward(s) and my guests to certain hazards, including but not limited to COVID-19 infection, injury or death from communicable diseases, accidental drowning, slippery surfaces, sun exposure, and other risks inherent to outdoor activities and chemically treated water. I agree to waive and release the Beebe Draw Farms Authority, and its officers, employees, agents, consultants, and representatives, from any prospective claim of any type which I might otherwise bring for myself and for my child(ren)/ward(s) which is in any way related to COVID-19 or any other hazard or risk associated with the use of the Pool Facilities. I agree to be personally responsible for, and indemnify and hold harmless the Beebe Draw Farms Authority and each of its officers, directors, employees, and agents, from any and all claims, costs, causes of action or liability for personal injury, including, but not limited to, COVID-19, communicable diseases, illness, disability, and death, and property damage which may arise as result of use of the Pool Facilities by me, my child(ren)/ward(s), and my guests, whether arising from the negligence of the Beebe Draw Farms Authority or otherwise. This Waiver and Indemnity Agreement shall apply to the full extent permitted by law. Should the Beebe Draw Farms Authority or anyone acting on its behalf be required to incur attorneys' fees and cost to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I acknowledge that nothing in this Agreement constitutes a waiver of the Beebe Draw Farms Authority's rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., or otherwise under applicable law.

6. I have read and understand this Agreement. I understand and agree to be bound by its terms, and I understand that I have given up legal rights by signing it. I am at least 18 years of age and have the authority to sign this Agreement on behalf of my child(ren)/ward(s) listed herein.

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

Signature

Printed Name

Residence Address

Date

Phone Number

E-mail Address

List all members of household, including ages of each minor child/ward:

Key card number(s) _____