

**AMENDED AND RESTATED POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
FOR SOLTERRA**

Adopted and Enforced by
Fossil Ridge Metropolitan District Nos. 1-3

Adopted May 20, 2019

Preamble

The Boards of Directors of Fossil Ridge Metropolitan District Nos. 1-3 (collectively the "District") have adopted the following Amended and Restated Policies and Procedures Governing the Recreation Amenities for Solterra (the "Policies and Procedures") pursuant to § 32-1-1001(1)(m), C.R.S., to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of the Second Amended and Restated Service Plan dated August 27, 2007, have constructed recreation amenities including a "Swimming Pool", "Retreat", "Parks", and other such public recreation amenities (collectively the "Recreation Amenities").

All references herein to "District" shall refer to Fossil Ridge Metropolitan District Nos. 1-3 and their respective Boards of Directors. All references herein to "District Manager" shall refer to an independent contractor, its employees and affiliates, engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority. As of the adoption of these Policies and Procedures, the Fossil Ridge Metropolitan District No. 1 is the current owner and operator of the Recreation Amenities, for the use and benefit of the residents of the District.

On February 13, 2007, the District adopted policies and procedures governing the Recreation Center and Recreation Amenities, which were thereafter amended and restated by the District on April 25, 2017 (the "Prior Policies and Procedures"). The District desires to adopt these Policies and Procedures to amend and restate the Prior Policies and Procedures in their entirety.

Article I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1. Persons Within District Boundaries. All residents and owners of property within the legal boundaries of the District, as amended from time to time ("District Residents or Property Owners"), shall be entitled to use the Recreation Amenities subject to the terms and conditions set forth in these Policies and Procedures. Any household member 16 or older claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Manager upon submission of the forms identified in Section 1.4 hereof in order to receive an access card for use of the Swimming Pool or Retreat ("Access Card") during operating hours. The District may issue a total of two (2) active Access Cards per household. Acceptable proof of residency or property ownership may include, but is not limited to, a valid Colorado

driver's license or I.D. issued by the Colorado Department of Motor Vehicles, a deed or other conveyance document listing the applicant as an owner of an eligible property, or a current lease listing the applicant as a tenant of an eligible property. The District Manager may accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents or Property Owners is subject to timely payment of all District fees, charges and taxes, and compliance with these Policies and Procedures. In the event that such fees, charges and taxes are not timely paid, or in the event of non-compliance with these Policies and Procedures, such District Residents or Property Owners may not be issued an Access Card, or may have their Access Card revoked, and any privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion.

1.2. Persons Not Within the District Boundaries. All persons not residing or owning property within the legal boundaries of the District, as amended from time to time ("Outside Users"), shall be entitled to use the Recreation Amenities as permitted herein. Annual charges for use of the Swimming Pool by Outside Users shall equal, *at a minimum*, the estimated annual mill levy payments and other annual fees for which a typical owner of property within the District is responsible in a given year, as such mill levy payments and other annual fees shall be determined and fixed by the Board, in its discretion, from time to time. The Board shall determine and fix the fee to be paid by Outside Users for use of the Swimming Pool. All persons desiring access to the Swimming Pool under this Section 1.2 shall pay such annual fee in full prior to being allowed access to the respective amenity. Outside Users may rent the Retreat at the Non-Resident Rate. The District retains the right to limit access to the Recreation Amenities to Outside Users based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board, in its discretion. Use of the Recreation Amenities by Outside Users shall be allowed on a first-come, first-served basis in the event of any such limitations. In addition to the timely payment of relevant fees as set forth in this Section 1.2, use of the Recreation Amenities by Outside Users is subject to compliance with these Policies and Procedures. In the event that such fees are not timely paid, or in the event of non-compliance with these Policies and Procedures, such Outside Users may not be issued an Access Card for the Swimming Pool or may have their Access Card revoked, and any privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion. Outside Users are not authorized to bring guests to the Swimming Pool.

1.3. "User" Defined. The term "User," as used herein, shall refer to all persons entitled to use the Recreation Amenities hereunder, subject to the terms and conditions set forth herein. Such persons shall include District Residents or Property Owners as defined in Section 1.1., Outside Users as defined in Section 1.2., and other such persons as the Board determines to be entitled to use the Recreation Amenities from time to time. The privileges of Users with respect to the Recreation Amenities shall be subject to the terms and conditions set forth herein.

1.4. Issuance of Access Card. All Resident Users who desire to access the Swimming Pool shall, on an annual basis, complete 1) a "Property Owner/Resident Form", in substantially the form attached hereto as **Exhibit A**; 2) a "Minor Release Form", if applicable, in substantially the form attached hereto as **Exhibit B**; and 3) the "Waiver and Consent Form", in substantially the form attached hereto as **Exhibit C**, all for submission to the District Manager. Additionally, all Users who complete the Property Owner/Resident Form as a resident, as opposed to a property owner, must also present an "Assignment of Recreational Rights Form" completed by the property owner,

in substantially the form attached hereto as **Exhibit D**. Outside Users must submit a “Non-Resident Application for Swimming Pool Family Access Form,” in substantially the form attached hereto as **Exhibit E**.

The Waiver and Consent Form must be signed by all Users 18 and older, individually, and by parents or legal guardians on behalf of any User under the age of 18. If any User is under the age of 12 for any portion of the year in which the Property Owner/Resident Form and Waiver and Consent Form are submitted, such User shall not be able to access the Swimming Pool without supervision by a parent, legal guardian or responsible adult 18 and older, and subject to the additional requirements set forth in Section 1.5. If any User is ages 12 to 17 for any portion of the year in which the Property Owner/Resident Form and Waiver and Consent Form are submitted, such User shall not be permitted to use the Swimming Pool without supervision by a parent or legal guardian unless such parent or legal guardian has submitted a Minor Release Form. Upon adequate presentation of the Property Owner/Resident Form (or Non-Resident Form for Outside Users), Assignment of Recreational Rights Form, Minor Release Form, and Waiver and Consent Form, as may be necessary, the District Manager shall issue up to two (2) Access Cards to the User who is listed on the Property Owner/Resident Form (or Non-Resident Form for Outside Users), on behalf of such User’s entire household. Multiple Users residing within the same household may be entitled to access the Recreation Amenities with the same Access Card. In the absence of suspension or revocation of any User’s privilege to use the Recreation Amenities, and upon the timely completion of the necessary forms as described in this Section 1.4, renewal of the Access Card shall be provided to all eligible Users on an annual basis. The Access Card shall be utilized by all eligible Users for access to the Swimming Pool during permitted times. In the event of a lost Access Card, a User listed on the Property Owner/Resident Form (or Non-Resident Form for Outside Users), shall be entitled to a new Access Card for \$25.00 per card upon verification that the User, and all additional authorized users as identified on the Property Owner/Resident Form (or Non-Resident Form for Outside Users), are in compliance with these Policies and Procedures. Lost cards will be deactivated by the District.

All Access Cards issued by the District Manager are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Manager. Any transfer without the District Manager’s approval shall be void and the District shall retain the right to suspend or revoke any User’s privileges to the Recreation Amenities for such violation. If at any time a District Resident or Property Owner moves outside of the District’s boundaries or ceases to own property therein, such individual shall immediately notify the District Manager and any privileges to use the Recreation Amenities pursuant to Section 1.1 shall immediately cease. Such person shall thereafter only be entitled to use the Recreation Amenities in accordance with the terms of Section 1.2 herein.

1.5. Children. No User under the age of 12 shall use the Swimming Pool unless accompanied by a parent, legal guardian or other adult 18 and older, as listed on the Property Owner/Resident Form (or Non-Resident Form for Outside Users). Any User ages 12 to 17 may independently access the Swimming Pool without a parent or legal guardian as set forth in Section 1.4 but may be required to pass a swim test to the sole satisfaction of the District Manager prior to any such access.

1.6. Guests of Users - Swimming Pool. Users who are District Residents or Property Owners are permitted to bring two guests per day per physical address. All guests must be accompanied by the User at all times during their use of the Swimming Pool. All Users shall be responsible for their guests' actions and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities. Outside Users are not permitted to bring guests into the Swimming Pool.

1.8. Hours of Operation. Hours of the Swimming Pool and Retreat are posted onsite or on the District website. However, all Parks shall be open sunrise to sundown. The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Users may contact the District Manager for up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees, charges or taxes. Hours of all Recreation Amenities are subject to change without notice in the sole discretion of the District.

1.9. Recreation Amenities Rental. The District may, from time to time and within its sole discretion, allow Users to reserve and/or rent the Recreation Amenities for private events subject to the terms and conditions of these Policies and Procedures.

Article II

MISCELLANEOUS

2.1. Lost Articles. The District is not responsible for any lost or stolen articles within or surrounding the Recreation Amenities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a lost-and-found for all lost articles designated in the Retreat. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis by the District.

2.2. Limitation of Liability of District. Use of the Recreation Amenities is at the sole risk of any User, their guests or any other member of the public. Except as may be provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities. Nothing in these Policies and Procedures is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District, or its directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act.

2.3. Equipment. All recreational items and equipment located on or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Manager. Any violations may result in criminal prosecution by the District.

2.4. Smoking and Drugs. Smoking, vaping and use of any substance illegal under federal or state law, including recreational and medicinal marijuana, is not allowed and shall not be permitted on or around the Recreation Amenities.

2.5. Weapons. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocketknives or guns.

2.6. Food and Drink. Food and non-alcoholic drinks are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the Recreation Amenities. Users must clean up after themselves.

2.7. Pets. Pets are allowed in the Parks but are not allowed in the Swimming Pool and the Retreat facilities and grounds to include the patio and amphitheater, except for service animals and as otherwise approved by the Board of Directors. All pets must be accompanied and must be on a leash in the Parks. All Users are responsible for cleaning up after their pets.

Article III

SWIMMING FACILITIES RULES

3.1. Picture ID Required. All Users 16 and older shall be required to have a picture ID available at all times in the Swimming Pool in order to allow lifeguards to verify eligibility as a User.

3.2. Swimming Pool Rules. Swimming Pool rules are posted in the swimming area and may be obtained directly from the District Manager.

3.3 Capacity of the Swimming Pool. Applicable State regulations mandate the legal maximum capacity of the swimming pool (physically in the water) be limited to 44 persons. The lifeguards may restrict access to the water if it reaches or is likely to reach maximum capacity.

3.4. Lifeguards. Lifeguards will attend the Swimming Pool area during normal hours of operation. The absence of at least two (2) lifeguards at the Swimming Pool shall result in the closure of the Swimming Pool. Notwithstanding the presence of lifeguards at the Swimming Pool, or lack thereof, Users shall utilize the Swimming Pool at their sole risk.

3.5. Flotation Devices. No User dependent upon any flotation device shall be permitted in the Swimming Pool unless accompanied (in the water) and directly supervised by a responsible adult 18 and older. “Direct supervision” as used herein shall mean that the parent, legal guardian or other adult is in the water with swimmers requiring such supervision, or within the Swimming Pool fence, not more than ten (10) feet from the water and facing the direction of the swimming facilities. All individuals that will be in water greater than chest deep may be subject to a swim test.

3.6. Children. Children under the age of 18 years old may be permitted use of the Swimming Pool pursuant to Sections 1.4 and 1.5 hereof. All individuals who are not yet potty-trained shall wear swim diapers or swimsuits with built in swim diapers when utilizing the Swimming Pool.

3.7. Pool and Water Toys. The only play balls allowed in the Swimming Pool shall be Nerf™ type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Diving toys and reasonably sized floatation devices shall be allowed. All use of pool toys and other equipment is subject to the sole discretion of the lifeguards on duty.

3.8. Attire. Proper and appropriate attire should be worn by all Users and their guests when utilizing the Swimming Pool.

Article IV

RETREAT

4.1. Use of the Retreat. The Retreat shall be available to all Users upon payment of the appropriate rental fee and deposit, which shall be fixed by the District as further set forth in these Policies and Procedures and in its discretion based upon the type of event for which rental of the Retreat is desired, the number of persons anticipated to be in attendance and other attendant factors. Board-sanctioned resident organizations and clubs may utilize the Retreat without the payment of a rental fee or deposit with prior coordination with the District Manager. Current Rental Agreements for the Retreat at Solterra for Residents and Non-Residents may be obtained from the District Manager.

4.2. Capacity of Retreat. Fire codes mandate that legal capacity of the Retreat be limited to 175 persons in the aggregate for outdoor and indoor use, and 115 persons for indoor use. No rentals of the Retreat shall be allowed for greater than 115 persons in attendance.

4.3. District Contractors. The District may, in its discretion, require that one or more District representatives be in attendance for the event for which the Retreat is rented. In all such cases, the persons renting the Retreat shall be responsible for any costs associated with attendance by the District representative(s). District representative(s) required to be in attendance at the event shall be counted toward the total permitted capacity of 115 persons.

4.4. Rental Rates. The rental rate and Security Deposit for the Retreat will be established by the District from time to time in its sole discretion. The security deposit will be fully refundable in accordance with the terms set forth in the form of agreement for Retreat reservations. In accordance with Section 1.2 of these Policies and Procedures, the Outside User rental rate shall reasonably relate to the taxes and fees paid by District property owners.

4.5 Permitted Uses. Use of the Retreat by Users is not a public forum, and the District reserves the right to reasonably restrict Users' use of the Retreat to prevent usage that does not promote the health, safety, or general welfare of the District or the community. Such restrictions include, but are not limited to, prohibiting the following:

- a) Any activity that involves or encourages the violation of federal, state, or local laws, rules, regulations or ordinances, or any activity that may directly or indirectly injure or damage any individual or property.

- b) Any organized political or religious activities, except for District-related meetings and forums.
- c) Any commercial, for-profit activity, or other private enterprise. Except as provided pursuant to Section 4.6 below, any individual desiring to conduct a fee-based class or activity for the benefit of District residents must be contracted with the District to provide such service, which contract must include the nature of the service to be provided and the basis of the individual's compensation, as well as such other provisions as may be required by the District.
- d) Any activity that duplicates or mimics the identity, programs, or services offered by the District, its contracted agents, or any Board-sanctioned District organization, club, or activity.

4.6. Fees for Board-Sanctioned Resident Organizations, Clubs and Activities. Board-sanctioned organizations, clubs, and activities conducted for the benefit of the District's residents may charge fees of the attendees only to the extent necessary to cover the costs of the services and/or materials supplied.

4.7. Retreat Staff Compensation. Pursuant to Section 4.1 above, Board-sanctioned resident organizations and clubs may use the Retreat rent-free. However, Board-sanctioned resident organizations and clubs desiring to use the Retreat during non-operational hours will be responsible for reimbursing the District for its costs incurred to provide Retreat staff coverage during the activity or event.

4.12. Children's Activities and Programs. Unless an exception to the policy is granted by the District Boards, children's activities or programs will be limited to the Retreat fitness center and patio.

4.13. Duration of Activities. Activities in the Retreat may not exceed six (6) hours per day for more than two consecutive days.

Article V

SPORT COURT/PLAYGROUNDS

5.1. Sport Courts Rules. The Parks currently, or may in the future, have tennis courts or other athletic courts ("Sport Courts"). Sport Courts rules are posted in the respective Sport Courts area and may be obtained directly from the District Manager.

5.2. Use of the Sport Courts. Sport Courts are available to Users and their guests and are open on a first-come, first-served basis, unless and until the District deems reservations are warranted. Continuous use of the Sport Courts is limited to one (1) hour.

5.3. Equipment. Proper and appropriate attire should be worn by all Users and their guests when utilizing the Sport Courts. Users shall not adjust nets or any equipment but shall notify the District Manager if any such adjustments are necessary.

5.4. Skateboards, Skates or Bikes. The Sport Courts shall only be used for their intended purpose such as playing basketball, volleyball or other authorized uses as determined by the Board in its discretion. No skateboards, in line skates or other types of skates, bikes or other unauthorized uses shall be tolerated on the Sport Courts.

5.5. Children. Children under the age of 18 years old may use the Sport Courts pursuant to these Policies and Procedures.

Article VI

DISTRICT PARKS

6.1. District Park Use. Any existing or future playground equipment, recreational amenity, athletic equipment, pavilions, gazebos, turf fields and related amenities at the Parks are available for general, informal use by Users and the general public, and subject to these Policies and Procedures. Commercial, for-profit use of the Parks is prohibited without prior written consent of the District Manager.

6.2. Prohibited Activities. The following activities are prohibited within the Parks.

- a) Place or post signs.
- b) Camp overnight.
- c) Enter or remain in the Parks after such facilities are closed as indicated on the posted hours of operation.
- d) Deposit, leave or bury refuse, trash or litter except in designated trash receptacles.
- e) Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.
- f) Use any amplified sound system that produces audible sound beyond 25 feet.
- g) Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- h) Play or practice golf or archery.
- i) Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.

- j) Conduct any private enterprise.
- k) Park motor vehicles overnight.
- l) Sell, dispense, possess, or consume any substance illegal under federal or state law, including medical and recreational marijuana.
- m) Sell or serve any alcoholic beverages to known minors.
- n) Block, close off, or impair access to any trails or facilities.
- o) Hunt, shoot, kill, injure, trap or maim any animal.
- p) Permit any livestock to graze.
- q) Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- r) Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- s) Dispose of household or other trash not created by the User in the Park during the User's visit, for example, as part of a picnic meal.
- t) Remove, cut down, and disfigure rocks, trees, shrubs or other features of the natural environment.
- u) Engage in tree-climbing, slack-lining, or other activities involving scaling or affixing equipment, toys, or tools to any tree.
- v) Build a fire.
- w) Operate unauthorized motor vehicles.
- x) Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other weapon.

6.3. Compliance. All Users and members of the general public must obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

6.4. Violation of Park Policy. Should any person fail to observe and obey these Policies and Procedures, or any such order, rule, regulation or sign posted by the District, the District's Manager may immediately remove or cause to be removed any such person and may ban such person from the use of the District Parks or open space and its facilities for such period of time as may be necessary to secure compliance these Policies and Procedure. The District may also seek damages from any person found to have damaged any Park property, including trees, shrubs, rocks, playground equipment, sports courts or equipment, pavilions, buildings, turf, or any other real or personal property of any kind whatsoever, as the result of his/her activities in the Park.

6.5. Public Use. All open turf areas and other open space within the Parks are intended for spontaneous play, recreational use, and picnics. Users shall report all broken or damaged equipment to the District Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons utilizing these areas. No motorized bikes or vehicles are allowed in the Parks or on the bike paths.

Article VII

ENFORCEMENT

7.1. Disorderly or Offensive Conduct. The District and its authorized representatives may request any User cease conduct that:

1. Violates any part of the Policies and Procedures; or
2. Interferes with, or is abusive, toward any District staff or contractors in the normal operation of the Recreation Amenities; or
3. Interferes with the use or enjoyment of the facilities by any User or User's guest, or is abusive to any such person; or
4. Is abusive or damaging toward any of the Recreation Amenities.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or District Manager is authorized to use all reasonable means he or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges to use the Recreation Amenities as provided pursuant to Section 7.2 below. All such removals shall be reported to the District Manager.

7.2. Violation of Recreation Amenities Policies. If the District Manager, in their sole discretion, determines that any party has engaged in conduct contrary to these Policies and Procedures, disciplinary measures shall be administered by the District Manager as follows, without the necessity of any action of the Board:

- | | |
|-----------------|--|
| First offense: | Verbal warning |
| Second offense: | Removal from premises |
| Third offense: | Restricted from the Recreation Amenities for 1 month |
| Fourth offense | Restricted from the Recreation Amenities for 1 year |

The Board shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to rescind the disciplinary measure, or to impose other disciplinary measures as it deems necessary or appropriate in order to protect the health, safety, and welfare of other Users, the community, and the Recreation Amenities. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Manager. All violations may be reported to local law authorities as deemed necessary by the District Manager or the Board.

7.3. District Discretion. The District may, in its sole discretion, elect to enforce, modify, or waive any of the terms and conditions set forth in these Policies and Procedures at any time. Any such enforcement, modification or waiver shall not impact any future decision made by the District with regard to these Policies and Procedures.

EXHIBIT A

**FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3
PROPERTY OWNER/RESIDENT FORM**

Property Address: _____

Out-of-District Address: (If Applicable) _____

Owner/Resident Last Name: _____ Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

2nd Owner/Resident Last Name _____ 2nd Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

Additional Authorized Users (Proof May Be Required)

Includes:

Adult Children (18+)

Nannies/Caretakers

Grandparents/Grandkids

Does NOT Include Guests

Authorized User Name (Please Print)	Relationship	Birthdate	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Guest Policy - Each Property address may bring up to two (2) guests per day.

Note: *Minors under the age of 12 years MUST be accompanied by a Property Owner/Resident or Adult Authorized User. Children ages 12 to 17 years may be unaccompanied if the Minor Release Form is on file.*

EACH USER AND ADULT ADDITIONAL AUTHORIZED USER MUST ALSO SIGN A WAIVER AND CONSENT FORM

[To be completed by the District office]

Type of Document Used to Confirm Property Ownership/Resident Status _____

Additional Comments regarding Ownership/Resident Status _____

EXHIBIT B

**FOSSIL RIDGE METROPOLITAN DISTRICT NO 1-3
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian), hereby affirm that I am the parent or legal guardian of the following minors ages 12 to 17:

Name (Please Print)	Age	Birthdate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

As the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the Swimming Pool of the Fossil Ridge Metropolitan District Nos. 1-3 (collectively, the "**District**") without my presence and without the presence of another parent or legal guardian. **I understand that these children may be asked to pass a swim test before he/she will be allowed to swim unaccompanied.**

In making such authorizations, I acknowledge and agree that lifeguards or other Swimming Pool attendants are not responsible for babysitting or providing caretaking services for the minor, and that any activities engaged in at the Swimming Pool by said minor shall be at the minor's sole and unilateral risk. I further acknowledge and agree that the minor's unaccompanied use of the Swimming Pool is made pursuant to the terms of the Waiver and Consent Form signed by me and related to such minor.

I agree and understand that a minor's authorization for unaccompanied use of the Swimming Pool may be revoked at any time by the District Manager in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Swimming Pool.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

EXHIBIT C

FOSSIL RIDGE METROPOLITAN DISTRICT NO 1-3

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 children for whom I am the legal guardian named, if any, as well as my guests, guests' children and authorized additional users listed on my Property Owner Form (collectively, the "**Recreation Users**"), desire to participate in activities at the pool, the Retreat, or the parks, or use other equipment, amenities, facilities, premises or property (collectively, the "**Recreation Amenities**") owned or operated by the Fossil Ridge Metropolitan District Nos. 1-3 (the "**District**"), and recognize the possibility of physical injury, death, property damage, and/or other loss associated with swimming and other uses of the Recreation Amenities, including, but not limited to physical injury, death, property damage, and/or other loss caused by or resulting from:

- Slipping, tripping and falling; cardiovascular or pulmonary stress; submersion under water; drowning; or other bodily injuries such as injury to the head, neck, teeth, eyes, bones, joints, skin, or organs;
- Structural or maintenance defects of any kind to the Recreation Amenities or any of their fixtures or equipment; accidents involving vehicles, equipment, tools, or chemicals; contact with moving, flying, or falling objects; or contact with other users of the Recreation Amenities; or
- Conditions at the Recreational Amenities such as severe or changing weather conditions, or the presence of domestic or wild animals and insects.

These are some, but not all, of the risks inherent in use of the Recreation Amenities; a complete listing of inherent and other risks is not possible. There are also risks which cannot be anticipated.

I agree as follows:

- 1. to release and agree not to sue the District**, its 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**" or "**Claim(s)**") for any injury, damage, death or other loss incurred by Recreation Users, in any way connected, directly or indirectly, with participation in activities and/or use of the Recreation Amenities by Recreation Users. **I understand and agree here to waive all Claims Recreation Users may have against the District and agree that Recreation Users, or anyone acting on Recreation User's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by Recreation Users; and**
- 2. to release and to indemnify, defend, and hold harmless** ("indemnify" meaning protect by reimbursement or payment) the District, its 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
- 3. Recreation Users for any injury, damage, death or other loss in any way connected, directly or indirectly, with participation in activities and/or use of the Recreation Amenities by Recreation Users; 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 the conduct of Recreation Users.**

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow other Recreation Users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by Recreation Users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by Recreation Users 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, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

EXHIBIT D

ASSIGNMENT OF RECREATIONAL RIGHTS

Property Address: _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

I, on behalf of all owners of the above referenced property ("Property"), hereby temporarily assign any right to receive an Access Card to the Swimming Pool within the Fossil Ridge Metropolitan District Nos. 1-3 to _____ (name of assignee), who is a bona fide resident of the Property, through _____ (termination date).

This Assignment may be revoked at any time, in the sole discretion of the owner or any other owner of the Property, upon written notice to the District.

Signature of Owner

Date

EXHIBIT E

**FOSSIL RIDGE METROPOLITAN DISTRICT NOS. 1-3
NON-RESIDENT APPLICATION FOR SWIMMING POOL FAMILY ACCESS**

First Applicant Last Name: _____ First Name: _____

Address: _____

Home Phone: _____ Work/Cell Phone: _____ 18 years or older (circle): yes no

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

Second Applicant Last Name: _____ First Name: _____

Home Phone: _____ Work/Cell Phone: _____ 18 years or older (circle): yes no

E-mail Address(s) for contact purposes: _____

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

Family Members under 18 years old

Name: _____ Birthdate: _____ Relationship: _____

Name: _____ Birthdate: _____ Relationship: _____

Name: _____ Birthdate: _____ Relationship: _____

NON-RESIDENT USERS ARE NOT PERMITTED TO BRING GUESTS.

EACH ADULT USER MUST ALSO SIGN A WAIVER AND CONSENT FORM. A MINOR RELEASE FORM IS REQUIRED FOR USERS AGES 12 - 17 IN ORDER TO VISIT THE SWIMMING POOL UNACCOMPANIED BY THE APPLICANT. MINORS UNDER THE AGE OF 12 MUST BE ACCOMPANIED BY THE APPLICANT.

Formula for Computation of the Non-Resident Rate:

Solterra Median Home Value x Assessment Percentage x Tax Rate
plus annual HOA fees and the annual District Assessment

CONTACT INFORMATION FORM – RECREATION AMENITIES

YMCA
Solterra@denverymca.org
720-991-2192

Fossil Ridge Metropolitan District Nos. 1-3
Overlook Property Management
overlook@overlookproperty.com
303-991-2192