

**\*\*\*EXERCISE AND RECREATIONAL\*\*\***  
**PARTICIPANT'S WAIVER, CONSENT, RELEASE AND INDEMNIFICATION**  
(Including Parental or Legal Guardian Wavier and Consent for Minors)

**WARNING**

THIS IS A LEGAL DOCUMENT WHICH AFFECTS SUBSTANTIAL LEGAL RIGHTS.  
YOU SHOULD READ AND FULLY UNDERSTAND IT BEFORE SIGNING.  
YOU HAVE THE RIGHT TO HAVE IT REVIEWED BY AN ATTORNEY OF YOUR CHOICE.

**A. WARRANTY OF FITNESS AND AGREEMENT TO DISCLOSE**

THE UNDERSIGNED Participant and the Parent or Legal Guardian of a minor Participant (hereinafter, all of whom, whether singular or plural, shall be referenced by the word "Participant") hereby warrants to the HOMESTEAD IN THE WILLOWS HOMEOWNERS ASSOCIATION, INC. (Association) that the Participant is in good physical condition with no undisclosed illness or physical impairment which would preclude participation in use of the Association's Pool facilities for exercise, including lap swimming or recreational purposes. The Participant agrees to fully disclose to the Association any physical or mental condition which might adversely impact such participation and to fully discuss any reasonable accommodation which may facilitate participation.

**B. RELEASE OF LIABILITY AND INDEMNIFICATION**

IN CONSIDERATION of being allowed to participate in the activities described below, Participant hereby assumes full responsibility for all risk of personal injury of any magnitude, including death, due to participation, weather conditions, facility use and condition, and/or conduct of other participants in the designated activity. Participant hereby forever and absolutely releases and agrees to hold harmless the Association and all officers, directors, employees, representatives, agents or others involved in the activities in which Participant is to be involved, from any and all claims, demands, and liabilities which may arise out of Participant's participation in the designated activity.

Participant acknowledges and understands that the participation in the activity described below involves risk of physical and/or emotional injury or damage and that participation is knowingly and voluntarily undertaken.

Participant further agrees that no suit, claim or other action will be commenced or maintained against the entities or individuals released hereunder and that in the event of any such suit, claim or action, the Participant will fully indemnify and hold harmless the Association or named entities or individuals released hereby. Further, the Participant acknowledges and understands that this promise to indemnify and hold harmless shall apply to and be an obligation of the Participant for any person who uses or has access to the key card, other entry device or permission to enter, granted or issued to the Participant.

**C. ACTIVITY PARTICIPATION**

I, \_\_\_\_\_ who reside at \_\_\_\_\_,  
PRINTED NAME

Centennial, Colorado, hereby request to participate in \_\_\_\_\_, an activity which uses facilities operated by the Association. I certify that I am eligible by ownership or residence to participate in the activity. I certify that my date of birth is \_\_\_\_\_. Phone Number \_\_\_\_\_ (required).

I CERTIFY THAT I HAVE READ AND UNDERSTAND ALL OF THE FOREGOING SECTIONS OF THIS DOCUMENT AND UNDERSTAND THAT BY SIGNING, I AM GIVING UP CERTAIN LEGAL RIGHTS.

PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**D. PARENTAL OR LEGAL GUARDIAN RELEASE**

THE UNDERSIGNED \_\_\_\_\_ hereby certifies to the Association that he or she is  
PRINTED NAME  
a custodial Parent or Legal Guardian of the above-named Participant, who as of this date is a minor. I/We hereby authorize the full participation of the minor in the designated activity and warrant and I/W have the lawful authority to execute this document. I/We further warrant that the named Participant is eligible to participate in the designated activity.

I/We agree to all of the terms and conditions set out above and accept all risk of injury to the Participant.

\_\_\_\_\_  
DATE SIGNATURE

\_\_\_\_\_  
DATE SIGNATURE