



WAIVER AND RELEASE OF LIABILITY

The undersigned Pass Holder of the King's Point Recreation Center, Inc., (KPRC) on behalf of all persons in my household, or guests, having permissible access to the premises (including my children enrolled in summer school programs) pursuant to my pass (hereinafter "Pass holder"), and in consideration of my desire to maintain access to the King's Point Recreation Club, Inc., and as a condition of my use of the Premises (all grounds, parking lot, buildings, facilities, amenities, bathrooms, changing rooms, swimming pool(s), diving board, and participation in and any all authorized or unauthorized use and activities, and being given the right to participate in same pursuant to promulgated rules; agree:

Pass holder, **HEREBY**, on behalf of the Pass holder, heirs, executors, administrators, assigns, or personal representatives (hereinafter also collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), intelligently, knowingly and voluntarily, agree to the terms of this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of my authorized or unauthorized use of the Premises, or participation in any Activity upon the Premises; and

Pass holder **HEREBY**, acknowledges that **KING'S POINT RECREATION CLUB, INC.**, is established for the primary purpose of providing a swimming facility together with other social use, to include social gatherings, and recreation. Use of a swimming pool, in any manner, is an inherently dangerous activity and includes serious risk to the health, safety and welfare of the Pass holder, including risk of temporary or permanent injury, disability, disfigurement, biologic contamination, chemical toxicity, and death. Pass holder acknowledges and agrees that use of the Premises is undertaken at Pass holder's own risk, and assumption of said risk, . Pass holder takes full and complete responsibility to ensure that Pass holder (and those persons authorized to use of the Premises under Pass holder's right of use), is equipped with requisite knowledge, skill, physical and mental capacity, to safely use facilities available upon the Premises for authorized use of the Premises. Pass holder agrees not to participate in the Activity unless physically and/or medically able and properly able to participate in any activity upon, or use of, the Premises. Notwithstanding the foregoing, Pass holder acknowledges that KPRC may require a test of a person's physical and mental limits prior to permitting use of the Premises, or participation in any authorized activity. Pass holder agrees that no finding of "fitness" to participate in any activity by KPRC shall establish any liability or be evidence of such finding of fitness, for the purpose of invalidating this Waiver and Release.

Pass holder **HEREBY** releases and forever discharges **KINGS POINT RECREATION CLUB, INC**, its Board of Directors, Officers, employees, agents, and members, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any and all actual damages and losses, physical or psychological/emotional injury, economic or non-economic losses whatsoever, that I may suffer as a direct or proximate result of my participation in the aforementioned Activity or use of the Premises.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Pass holder, or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees.

In the event that I should require medical care or treatment, I authorize Kings Point Recreation Club, Inc to provide all emergency medical care deemed reasonably necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.



I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Kings Point Recreation Club, Inc., AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Kings Point Recreation Club, Inc FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Kings Point Recreation Club, Inc, its agents, and employees.

I agree that this Release shall be governed for all purposes by Colorado law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Pass holder and Kings Point Recreation Club, Inc agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Pass Holder's Name: _____

Pass Holder's Address: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____