

Liability Waiver or Release of Claims Agreements for Public Facilities: Background, Check-Lists, Examples

A. Background

Many Member Districts in the Colorado Special Districts Property and Liability Pool (the “Pool”) use liability waiver and claim release agreements as they conduct business with the public. The Pool prepared this overview of issues and compiled these examples of typical forms to provide information to its Member Districts – this information is not substitute for legal advice. The Pool encourages Districts to work with their legal counsel to develop waivers that are appropriate for the type of participants and activities involved.

1. Not All Liability Waivers are Enforceable

Colorado case law offers this somewhat contradictory statement on the enforceability of liability waiver agreements: exculpatory contracts to release a party from its negligence are disfavored, but are not necessarily void.¹ To explain further, in Colorado, a waiver cannot shield against claim for willful and wanton misconduct, but a waiver to release claims of negligence may be enforceable, depending on four factors: (1) existence of duty to public; (2) nature of service performed; (3) whether contract was fairly entered into; and (4) whether parties’ intention is expressed in clear and unambiguous language.²

2. Releases Need to be Written Clearly and Comprehensively

Member Districts should strive for waiver forms that are legally correct, but should also be written in clear and unambiguous terms to show the parties understood the contract. This can be a difficult balance to strike. Here are some characteristics of valid and enforceable waiver agreements from case law:

- written in simple and clear terms that are free from legal jargon;
- not inordinately long and complicated;
- terms should be understandable to the person signing the release; and
- description of risk(s) allow the person signing the release to understand the risk (however, the description of all potential risks need to be overly specific or contemplate any and all risks).

¹ *Heil Valley Ranch, Inc. v. Simkin*, 784 P.2d 781, 783-84 (Colo.1989).

² *Jones v. Dressel*, 623 P.2d 370, 376 (Colo.1981). For a waiver agreement to fail under the “duty to the public” factor, the party seeking exculpation must be engaged in providing a service of great importance to the public, which is often a matter of practical necessity for some members of the public. *Id.* at 376–377.

B. Consideration of the Audience prior to Drafting the Agreement

Considering the audience/persons who must sign the agreement is important because a judge will analyze whether an agreement clearly and unambiguously waived liability and released claims.

Prior to drafting a liability waiver and release of claims agreement, the Pool encourages you to work with your attorney to consider the following:

- Who will be signing these waivers? Consider whether there could be barriers to that person's best understanding of the agreement.
- If the agreement includes legal jargon, should definitions or other context be included?
- Which District employees will be working with the persons signing these waivers? If the District employee is not in a front-facing job, will the employee be prepared to answer non-legal questions and provide necessary customer service?
- Are there processes in place to allow a person signing these waivers to have the opportunity to review the waiver? The best practice is to provide an agreement in advance, if possible, to allow time for review.
- How would the District provide evidence of facilitating good contract execution practices, such as an opportunity for the signee to review and consult with an attorney (if appropriate)? Good ways of demonstrating a District's practices may include the adoption of written policies, information provided to the public on a web site, and directions on the waiver form itself – and may include time frame for review, and notice that the person signing may want to consult with an attorney.
- Does the agreement strike the best balance between being legally sufficient and easily understood?

Context and Definitions for the Agreement(s) - Example

Not every liability waiver and claims release agreement will require a general explanation and definitions. However, if the need arises, here is an example prepared by a Library District:

As you know for any program involving participants, it is always a good practice to inform participants that there are risks associated with any activity/program. Participants should not expect to be able to make claims against the district for things that may go wrong, as the district is making a good faith effort to bring special programming to the community.

It is important to have an understanding of some of the legal terms for liability waivers, such as:

- *Liability: When a District is held responsible for its actions.*
- *Gross negligence: When there is a complete disregard for the safety standards of customers and/or general public.*
- *Ordinary negligence: Can occur when an injury results from the failure to act as a reasonably prudent person would act under the circumstances. For a district's facility or event, a liability waiver is designed to provide financial protection from this type of negligence.*

Not all waivers are the same; one frequently used form is the “agreement to participate” form. Essentially, this form is a good tool used to inform participants of the inherent danger or liabilities associated with a specific activity, action or event; and to gain awareness (their expected behavior) to hopefully get them to take responsibility for their own actions and/or negligence. This form by itself will not prevent the library district from being liable, but when in conjunction with a liability waiver, it can strengthen a district’s case in the event of a lawsuit. We are not attorneys and recommend you consult with a lawyer well-versed in this area to ensure the libraries liability waivers are as effective as possible.

C. Check Lists

As you approach drafting the legal provisions, below are checklists for typical provisions in liability waiver and claims release agreements.

1. General Provisions of Liability Waivers/Releases

In general, each liability waiver or release agreement may need to include:

- An identification of the parties (District and signee)
- A description of the facility
- A description of the types of activities related to the use of the facility
- A description of the types of risks/injuries that could result from the activities

- Agreements/Acknowledgments/Certifications, including:
 - acknowledgement of signee’s understanding of risk(s)
 - acknowledgement that signee has sufficient information to assess the risks and understand the effect of the waiver
 - acknowledgment of legal responsibility of signee’s actions, and/or signee’s children’s/ward’s/guest’s actions for damage to property or personal injury
 - if signing for a child or someone lacking legal capacity to sign, an acknowledgement that the signee is the parent and has the authority to sign and waive the child’s/ward’s negligence claims
 - agreement to indemnify and hold the District harmless from any claim, direct or indirect, resulting from participation in the activity or use of the District’s facility, including any losses or injuries resulting from the District’s negligence
 - acknowledgement that the agreement is not intended to be a waiver of the District’s protections under the Colorado Governmental Immunity Act
 - acknowledgement that the agreement is intended to be broad, inclusive, and severable (if any portion is found invalid)

- Miscellaneous Provisions to Consider:
 - Choice of law and venue for claims arising out of the agreement
 - Attorney’s fees
 - Requirement for signee to follow applicable laws
 - Explanation of the public benefit of any fee reduction/waivers

2. Waivers for Children's Use of District Facilities or Activities

In addition to the general provisions for a liability waiver, agreements waiving liability for a child's/ward's use of or activities in Member District facilities may need to include the following:

- Certification that the person signing is the parent/guardian
- A waiver of the child's/ward's claims³
- Granting authority to use photographs of the child/ward

3. Rental of District Facilities for Events

In addition to the general provisions for a liability waiver, agreements for event rentals or leases of Member District facilities may need to include the following:

- An express requirement that the lessee obtain a liquor license for any alcohol served
- Further disclaimers of liability for lessee's guests, especially related to alcohol
- A requirement that the lessee inspect the facility prior to use
- A requirement that the lessee clean-up facility after use (and consequences/fees if not)
- If lessee will hire out for catering, DJs..., additional acknowledgement of vendor liability (and, District may require vendors to sign liability waiver or other agreements)
- A requirement that lessee and/or vendors are properly insured
- Indemnification of the District for vendor contract claims against lessee

4. Waiver of Liability for Volunteers

In addition to the general provisions for a liability waiver, agreements waiving liability for a volunteer with a Member District may need to include the following:

- Permission (and SSN and DOB) for a criminal background check
- Agreement that the volunteer will follow District rules/policies
- Express disclaimer that the volunteer is not a District employee, and that the District will not offer any medical or workers' compensation coverage

5. Waiver of Liability for Team Use of District Facilities

In addition to the general provisions for a liability waiver, agreements waiving liability for use of a Member District's facility by for a sports team or activity that is coached/organized by a person other than a District employee may need to include the following:

- If the activity is for children/wards, include relevant waivers (see checklist above)
- Require that the person/coach organizing the activity acknowledge his/her liability to the participants in the activity

³ C.R.S. § 13-22-107(3) (superseding *Cooper v. Aspen Skiing Co.*, 48 P.3d 1229, 1237 (Colo.2002)). See also *Squires v. Breckenridge Outdoor Educ. Center*, 715 F.3d 867 (2013) (holding that a parent's waiver of child's negligence claims was clear and unambiguous).

- Require that the person/coach organizing the activity acknowledge it must follow any federal, state or local laws
- A disclaimer to participants that the person/coach is not a District employee
- Depending on the type of activity, a requirement that the person/coach organizing execute a separate agreement with the District that includes additional provisions, such as:
 - a requirement to be properly insured
 - a requirement that the coach insure proper clean-up of site of use
 - a requirement that the coach be the point-of-contact for any complaints (if use of fields or facilities with other groups or users has been problematic)

D. Examples of Liability Waiver and Claims Release Agreements

For your reference, below are examples of typical agreements, including:

1. Liability Waiver for Recreational Activities or Use of Recreational Facilities
2. Rental or License to Use District Facilities
3. Volunteer Liability Waiver and Release
4. Granting District Permission to Use Photographs
5. Waiver and Release – Smoke Alarm Installation Program
6. Waiver and Release – Communicable Diseases

Example #1:
Liability Waiver for Recreational Activities or Use of Recreational Facilities

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use Facilities (as defined below) or participate in Recreational Activities (as defined below) on property owned or maintained by [District] (the “District”) including, but not limited to [Choose appropriate facilities applicable to district: swimming facilities, clubhouse facilities, fitness center tennis courts, multi-use courts] (each a “Facility” and together the “Facilities”) must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while participating in activities at the Facilities including, but not limited to [Choose appropriate activities applicable to Facilities: swimming, weightlifting, exercising, running, climbing, sports (such as soccer, football, baseball, lacrosse, tennis, softball, basketball, roller hockey)] (each a “Recreational Activity” and together the “Recreational Activities”), either because of your (or your child/ward’s) own conduct, conduct of others, conduct of the District, or the condition of the Facilities. The District wants to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward’s participation in such Recreational Activity.

You recognize and acknowledge that participation in Recreational Activities involves risk of serious injury and loss. Such loss and injury may include [Choose appropriate risks applicable to Recreational Activities: bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect or animal bites] and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facility or any equipment used thereon.

By signing below,

1. You certify that you understand that these are some, but not all of the risks; there may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated; and that you agree you will assume all such risks and dangers, whether or not described herein, known or unknown, anticipated or unanticipated.
2. You agree that you have received sufficient information regarding the Recreational Activities to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks.
3. You acknowledge that you are legally responsible for your actions, your child’s/ward’s actions (if applicable), and your guests’ actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.
4. You agree to indemnify and hold the District/Districts, its/their respective officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may be the result, directly or indirectly, from your participation, your child/ward’s/guests’ participation in any Recreational Activity or use of the District Facility(ies).
5. You understand that this release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the District/Districts.
6. You acknowledge that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S) § 24-10-101 et seq., or

otherwise available to the District/Districts, its/their respective officers or its employees.

7. You agree that this release of liability and indemnity applies to you, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.
8. If you are signing for a child or ward, you acknowledge that you are the parent of the below-named participant, as the term “parent” is defined in C.R.S § 13-22-107(2)(b), and, in addition to execution of the foregoing on behalf of the participant, you hereby waive and release any prospective claim of the participant against the District/Districts, its/their officers, employees, agents, consultants and representatives for negligence, to the extent provided by C.R.S. § 13-22-107(3), in connection with the above-described activities.
9. You certify your understanding that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that the balance of this agreement shall continue in full force and effect if any portion of this agreement is held invalid.
10. You certify that you have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

Example #2:
Rental or License to Use District Facilities

Applicant Waiver of Liability and Release Form

IN CONSIDERATION of being permitted to enter onto a recreational amenity located on property owned or maintained by the [District] (the “District”) including, but not limited to [Choose appropriate facilities applicable to district: clubhouse, pavilion, park, tennis courts, multi-use courts] (each a “Facility” and together the “Facilities”) for purpose as further defined by the [insert Application and Permit name and/or description] (the “Permit”) to which this Waiver of Liability and Release Form is attached, you hereby agree as follows:

1. You are authorized to make this application on behalf of the party, group, or organization you represent (the “Group”).
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (your “attendees”) may be injured while participating in recreational activities at the Facilities, as described in the Permit (the “Activities”), either because of your or your attendees’ conduct, conduct of others, the District’s conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, as described in the Permit, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify District officials and terminate use of the Facility.
4. You, on behalf of yourself and the Group, **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE DISTRICT**, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group’s use of the Facility for any purpose.
5. You, on behalf of yourself and the Group, **AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND** the District and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys’ fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.

6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept without limitation the full responsibility for all attendees, you agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, and agree you will ensure that all federal, state and county regulations. You further acknowledge that you are legally responsible for your actions, the Group's actions and your attendees' actions, including, but not limited to, damage to private or public property and/or personal injury. You will provide labor and materials for the repair or replacement of these damages, or at the option of District, you will pay the cost of the repairs.

7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON DISTRICT PROPERTY. Further, you agree that you will obtain and pay for all permits or special events licenses necessary to provide alcoholic beverages as required by law, prior to the commencement of the event. A copy of such permit or license shall be submitted to the District thirty (30) days before the event at which alcohol will be consumed.

8. You agree to hold the District harmless from all costs incurred and/or associated with vendor liens of vendor claims of whatever type that may be filed or that arise out of your use of the District property, including any verified statements of claim filed with the District as a result of the your failure to pay all sums due or claimed for materials, labor or services.

9. You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

Example #3:
Volunteer Liability Waiver and Release

Every person, or a parent/legal guardian of a person under the age of 18, desiring to volunteer with [Name of District] (the "District") must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while volunteering with the District, but not limited to [Choose appropriate activities related to volunteer work: swimming, weightlifting, exercising, running, climbing, sports (such as soccer, football, baseball, lacrosse, tennis, softball, basketball, roller hockey)], either because of your (or your child/ward's) own conduct, conduct of others, conduct of the District, or the condition of the District Facility/Facilities. The District wants to make sure that you understand the potential risk of injury before you decide to volunteer with the District. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participating as a volunteer, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward's participation in such volunteer activities.

You recognize and acknowledge that participation as a District volunteer may involve risk of serious injury and loss. Such loss and injury may include [Choose appropriate risks related to volunteer work: bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect or animal bites] and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facility or any equipment used thereon.

By signing below,

1. You understand that in return for my services, you may be granted certain privileges by the District. You acknowledge that such privileges do not constitute compensation or employment by the District and that no medical or workers' compensation coverage will be provided for you.
2. You agree to comply with the District's stated and customary conditions related to the volunteer activities you will undertake.
3. You certify that you understand that these are some, but not all of the risks; there may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated; and that you agree you will assume all such risks and dangers, whether or not described herein, known or unknown, anticipated or unanticipated.
4. You agree that you have received sufficient information regarding volunteer activities with the District to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks.
5. You acknowledge that you are legally responsible for your actions, your child's/ward's actions (if applicable), and your guests' actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.
6. You agree to indemnify and hold the District/Districts, its/their respective officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may be the result, directly or indirectly, from your participation, your child/ward's/guests' participation in any volunteer activities.
7. You understand that this release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the District/Districts.
8. You acknowledge that nothing herein is intended to or shall constitute any waiver of the

monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S) § 24-10-101 et seq., or otherwise available to the District/Districts, its/their respective officers or its employees.

9. You agree that this release of liability and indemnity applies to you, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.
10. If you are signing for a child or ward, you acknowledge that you are the parent of the below-named participant, as the term “parent” is defined in C.R.S § 13-22-107(2)(b), and, in addition to execution of the foregoing on behalf of the participant, you hereby waive and release any prospective claim of the participant against the District/Districts, its/their officers, employees, agents, consultants and representatives for negligence, to the extent provided by C.R.S. § 13-22-107(3), in connection with the above-described activities.
11. You certify your understanding that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that the balance of this agreement shall continue in full force and effect if any portion of this agreement is held invalid.
12. You certify that you have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.

For background checks, add the following:

I understand that mandatory background checks will be performed on all volunteers. I have provided social security number and date of birth (below) and hereby authorize and consent to a criminal background check and authorize the release to the District of any information prior to the District’s decision on accepting my application to volunteer. [In signature line, add lines for social security number and date of birth.]

Example #4:
Permission to Use Photographs

I hereby grant _____ District permission to use my photograph in any and all publications for, including web site entries, without payment or any other consideration in perpetuity. I hereby authorize _____ District to edit, alter, copy, exhibit, publish or distribute the photograph. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

Example #5:
Smoke Alarm Installation

Name:

Phone Number:

Address:

City, State & Zip Code:

Email:

Residence Information: Single Family Multi-Family Apartment Manufactured Home

Alarms installed: Inside sleeping area Outside sleeping areas On each floor Other

Number of Alarms Received:

Type of Alarm Received:

Type of Battery Received:

Alarm(s) installed by:

I hereby authorize the District to install and test smoke alarms in the residence listed above. The smoke alarms have been provided by District Name at no charge to me.

The District is providing smoke alarms and / or installing owner-owned alarms as a public service in the interest of encouraging fire/life safety. I understand that the District Name does not guarantee nor endorse any brand of smoke alarm or battery and that it makes no warranties with regard to these products.

In exchange for excepting either free smoke alarm(s) and/or installation of owner-owned smoke alarms, I agree not to make any claim or demand or to file and lawsuit against the District or any individual employee or individual serving as a volunteer with the smoke alarm program, for and injuries, deaths, damages, costs or expenses claimed to have resulted from the smoke alarm(s), battery(ies), from their installation or from the instructions for maintenance and safety.

I hereby waive any cause of action that I may have now or in the future or that anyone else may have by or through me, arising out of malfunction of the smoke alarm(s), Or the battery(ies), whether or not used in accordance with the manufacturer's instructions.

I further understand that for these smoke alarm(s) to work properly, the alarm will need to be tested monthly, installing new batteries at least once a year.

This release from liability is binding on me and my family and all my heirs, successors and assigns.

Occupant's Signature & Date:

Fire Official's Signature & Date:

Example #6:
Communicable Diseases Waiver and Release

The District wants to make sure that you understand the potential risk of illness, including serious illness or death, before you decide to participate in Recreational Activities. It is required that you read this Waiver of Liability and Release Form for Communicable Diseases very carefully and make sure you understand it before you sign it for yourself or for your child/ward.

In addition to the separate Waiver of Liability and Release Form, every person, or a parent/legal guardian of a person under the age of 18, desiring to use Facilities (as defined below) or participate in Recreational Activities (as defined below) on property owned or maintained by [District] (the “District”) including, but not limited to [Choose appropriate facilities applicable to district: swimming facilities, clubhouse facilities, fitness center tennis courts, multi-use courts] (each a “Facility” and together the “Facilities”) must complete this Waiver of Liability and Release Form for Communicable Diseases.

It is possible that during your (or your child/ward) use of Facilities or participation in Recreational Activities you (or your child/ward) may be exposed to and become ill from an Infectious Disease while participating in activities at the Facilities including, but not limited to [Choose appropriate activities applicable to Facilities: swimming, weightlifting, exercising, running, climbing, sports (such as soccer, football, baseball, lacrosse, tennis, softball, basketball, roller hockey)] (each a “Recreational Activity” and together the “Recreational Activities”). For purposes of this form, “Infectious Diseases” include, but are not limited to, infectious diseases such as influenza, MRSA, and COVID-19. You recognize and acknowledge that participation in Recreational Activities involves risk of illness, including serious illness and death, from an Infectious Disease.

By signing below, you agree and understand (for yourself and/or your child/ward) the following:

1. You agree to comply with customary standards of public health and hygiene protocols.
2. You agree to comply with any additional requirements and protocols, by federal, state, local, or District laws, regulations, policy, or practice, for public health and hygiene.
3. You understand that if you do not comply with public health and hygiene protocols, the District can remove your access to Facilities or participation in Recreational Activities, with or without refund of any fees or charges you have paid.

Please note, the District could add additional conditions or more specific requirements here. However, this list is intended to be broad so that it can be used for all contagious diseases. Further, if you adopt specific requirements, protocols can change quickly and your forms – and the requirements therein – become outdated. This agreement, if left as above, should be used in tandem with other processes, such as posted signage or screening users.

By signing below, you certify (for yourself and/or your child/ward) the following:

1. You certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward’s participation in the Recreational Activity and potential degree of risk of illness from a Communicable Disease involved, including serious illness or even death from an Infectious Disease.
2. You certify that you understand that these are some, but not all of the risks from exposure to and infection of an Infectious Disease; there may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated; and that you agree you will assume all such risks and dangers, whether or not described herein, known or unknown, anticipated or

unanticipated.

3. You acknowledge that you are legally responsible for your actions, your child's/ward's actions (if applicable), and your guests' actions (if applicable).
4. You agree to indemnify and hold the District/Districts, its/their respective officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may be the result, directly or indirectly, from your participation, your child/ward's/guests' participation in any Recreational Activity or use of the District Facility(ies).
5. You understand that this release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the District/Districts.
6. You acknowledge that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Colorado Revised Statutes (C.R.S) § 24-10-101 et seq., or otherwise available to the District/Districts, its/their respective officers or its employees.
7. You agree that this release of liability and indemnity applies to you, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.
8. If you are signing for a child or ward, you acknowledge that you are the parent of the below-named participant, as the term "parent" is defined in C.R.S § 13-22-107(2)(b), and, in addition to execution of the foregoing on behalf of the participant, you hereby waive and release any prospective claim of the participant against the District/Districts, its/their officers, employees, agents, consultants and representatives for negligence, to the extent provided by C.R.S. § 13-22-107(3), in connection with the above-described activities.
9. You certify your understanding that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that the balance of this agreement shall continue in full force and effect if any portion of this agreement is held invalid.
10. You certify that you have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form for Communicable Diseases.