

## WAIVER, RELEASE AND COVENANT NOT TO SUE

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.**

In consideration of the permission granted by the Releasees (as defined below) to enter and access, by pedestrian access only, those portions of the approximately 200 acres of land located adjacent to the Buckhorn Valley PUD (the "Property") owned by BV Firewheel LLC, its affiliated companies, and/or Buckhorn Valley Metropolitan District (collectively, the "Owner"), for recreational activities limited to hiking, walking, cross country skiing and snow shoeing, by signing this WAIVER, RELEASE AND COVENANT NOT TO SUE, I, \_\_\_\_\_, whose address is \_\_\_\_\_, for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, hereby waive, release, and covenant not to sue the Owner and its officers, directors, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury while upon the premises of the Owner, or in any way connected with the Owner's property, whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releasees or from some other cause.

I agree to conduct myself safely, responsibly and lawfully, respecting the Owner, the Property and others using it. I accept the responsibilities, which are part of the activities which I pursue. I agree to comply with the instructions of the Owner and its agents while on this Property.

I understand and recognize that there are specific risks of physical injury, losses, injury or even death that may result from my access onto the Property. I voluntarily assume the risks associated with such access onto the Property.

No vehicles, ATVs, snowmobiles, motorized bicycles, 'dirt bikes' or other motorized or motorized transport or vehicles shall be allowed within the Property.

No hunting, trapping or shooting of any kind shall be allowed within the Property. No guns, rifles, firearms or weapons of any kind may be brought onto the Property nor discharged within the Property. No fireworks or flammable substances may be brought onto the Property. No fires shall be allowed in the Property. No wood cutting shall be allowed. No littering or disturbance of wildlife shall be allowed. No alcohol or illegal drug use shall be allowed within the Property.

Other than horses being ridden and under control of a capable rider, no livestock or animals of any kind, other than a domesticated dog kept as a household pet may enter the Property. Any dog brought onto the Property must be kept on a leash and controlled by the owner thereof at all times. Entry may be prohibited if any owner or dog creates a nuisance, threatens wildlife, violates the leash laws and these requirements and the

owners shall be required to pick up any waste left by their dog(s) and dispose of such waste properly off of the Property.

Releasees shall have no duty to inspect the Property or to notify the undersigned as to any dangerous conditions within the Property.

This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the termination of my rights to access the Property.

I, the undersigned, have read this **WAIVER, RELEASE AND COVENANT NOT TO SUE**, and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have signed this Waiver, Release and Covenant Not to Sue on \_\_\_\_\_, 2019 , at \_\_\_\_\_, Colorado.

PRINT NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

## WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

***THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, READ IT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART, WE URGE YOU TO CONSULT YOUR ATTORNEY.***

WHEREAS, the undersigned has been informed that in Section 13-22-107, Colorado Revised Statutes, the Colorado General Assembly found, determined, and declared it is the public Policy of Colorado that:

(I) Children of Colorado should have the maximum opportunity to participate in recreational, educational, and other activities where certain risks may exist;

(II) Public, private, and non-profit entities providing these essential activities to children in Colorado need a measure of protection against lawsuits, and without the measure of protection these entities may be unwilling or unable to provide the activities;

(III) Parents have a fundamental right and responsibility to make decisions concerning the care, custody, and control of their children. The law has long presumed that parents act in the best interest of their children;

(IV) Parents make conscious choices every day on behalf of their children concerning the risks and benefits of participation in activities that may involve risk;

(V) These are proper parental choices on behalf of children that should not be ignored. So long as the decision is voluntary and informed, the decision should be given the same dignity as decisions regarding schooling, medical treatment, and religious education;

(VI) The General Assembly intends to encourage the affordability and availability of youth activities in Colorado by permitting a parent of a child to release a prospective negligence claim of the child against certain persons and entities involved in providing the opportunity to participate in the activities; and

(VII) the General Assembly further declared that the Colorado Supreme Court's holding in case number 00SC885, 48 P.3d 1229 (Colo. 2002), was not adopted by the General Assembly and did not reflect the intent of the General Assembly or the public policy of Colorado.

NOW, THEREFORE, in consideration of the BV Firewheel LLC, and its affiliated companies and/or Buckhorn Valley Metropolitan District (collectively, the "Owner") furnishing the opportunity for the child named below to access the Property (defined below), which access may result in personal injury or even death, on behalf of myself, my family, and the child named below, I hereby release the Owner from all claims, losses, and liability to the maximum extent allowed by law and under the following terms:

- (1) Definitions. As used herein, unless the context otherwise requires:

(a) "child" means a person under eighteen years of age.

(b) "parent" means a parent, as defined in Section 19-1-103 (82), C.R.S., a person who has guardianship of the person, as defined in Section 19-1-103 (60), C.R.S., a person who has legal custody, as defined in Section 19-1-103 (73), C.R.S., a legal representative, as defined in Section 19-1-103 (73.5), C.R.S., a physical custodian, as defined in Section 19-1-103 (84), C.R.S., or a responsible person, as defined in Section 19-1-103 (94), C.R.S.

(c) "personnel" means any past, present, or future officer, employee, agent, or manager of Owner.

(2) Waiver or Release.

In consideration of the permission granted by the Releasees (as defined below) to enter and access, by pedestrian access only, the portions of the 157 acres of land located adjacent to Buckhorn Valley PUD owned by Owner (the "Property"), for recreational activities limited to hiking, walking, cross country skiing and snow shoeing, by signing this WAIVER, RELEASE AND COVENANT NOT TO SUE, I, \_\_\_\_\_, whose address is \_\_\_\_\_, for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, release or waive my child's prospective claim for negligence against the Owner, its personnel and each of their officers, directors, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury **to myself or my below named child of minor years** while upon the premises of the Property, whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releasees or from some other cause.

I agree to conduct myself safely, responsibly and lawfully, respecting the Owner, the Property and others using it. I accept the responsibilities, which are part of the activities which I pursue. I agree to comply with the instructions of the Owner and its agents while on this Property.

I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my access onto the Property. I voluntarily assume the risks associated with such access onto the Property.

No vehicles, ATVs, snowmobiles, motorized bicycles, 'dirt bikes' or other motorized or motorized transport or vehicles shall be allowed within the Property.

No hunting, trapping or shooting of any kind shall be allowed within the Property. No guns, rifles, firearms or weapons of any kind may be brought onto the Property nor discharged within the Property. No fireworks or flammable substances may be brought onto the Property. No fires shall be allowed in the Property. No wood cutting shall be allowed. No littering or disturbance of wildlife shall be allowed. No alcohol or illegal drug use shall be allowed within the Property.

Other than horses being ridden and under control of a capable rider, no livestock or animals of any kind, other than a domesticated dog kept as a household pet may enter the Property. Any dog brought onto the Property must be kept on a leash and controlled by the owner thereof at all times. Entry may be prohibited if any owner or dog creates a nuisance, threatens wildlife, violates the leash laws and these requirements and the owners shall be required to pick up any waste left by their dog(s) and dispose of such waste properly off of the Property.

Releasees shall have no duty to inspect the Property or to notify the undersigned as to any dangerous conditions within the Property.

This Waiver, Release, and Covenant Not to Sue is effective immediately and shall survive the termination of my rights to access the Property.

(3) Other Claims. Nothing herein shall be construed to waive the child's prospective claim against the Owner and its personnel for a willful and wanton act or omission, a reckless act or omission, or a grossly negligent act or omission.

I, the undersigned, have read this **WAIVER, RELEASE AND COVENANT NOT TO SUE**, and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have signed this Waiver, Release and Covenant Not to Sue on \_\_\_\_\_, 2019 at \_\_\_\_\_, Colorado.

\_\_\_\_\_  
Print Name of Child

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Signature of Parent

Parent's address and phone number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_