

## Individual, Guest and Parent/Legal Guardian Waiver of Liability and Release Form

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in Recreational Activities (as defined below) at the Raindance River Resort on property owned or maintained by Raindance Metropolitan District No. 1 (the "District") 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 Raindance River Resort including, but not limited to swimming, exercising, and sports activities (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 Raindance River Resort. 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 bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property, 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 Raindance River Resort or any equipment used therein. Further, 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 that you shall assume all such risks and dangers, whether or not described here, known or unknown, anticipated or unanticipated.

You further acknowledge that you are legally responsible for your actions, your child/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.

You agree to indemnify and hold the District, its officers, employees, agents, consultants and representatives, and Raindance Communities LLC and Raindance Development Company, LLC (collectively the "Developer"), their officers, employees, agents, consultants and representatives, harmless from any claim, liability, damage, loss or injury (including death) which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity. 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 or Developer. You further agree to release, waive and discharge, and covenant not to sue the District, its officers, employees, agents, consultants and representatives, and Developer, their officers, employees, agents, consultants and representatives, for any and all claims, demands or causes of actions whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your child/ward as a direct or indirect result of your participation (or your child/ward's) in any Recreational Activity. This release of liability and indemnity applies to you, the undersigned, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.

**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, 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.**

_____ User Name	_____ Date of Birth	_____ Signature of User/Parent/Guardian	_____ Date
_____ User Address	_____ City, State, Zip Code	_____ Telephone number	