

**RELEASE AND WAIVER OF LIABILITY**

\*\*\*Please bring this form with you to your first pool reservation or submit at least 72 hours prior to your first pool reservation to [pools@meadowslink.com](mailto:pools@meadowslink.com). Forms submitted online less than 72 hours before cannot guarantee to be entered in time and may have to be filled out again in person.

I, on behalf of myself, my minor child (if listed below and applicable), my heirs, and assigns (collectively the "Resident"), \_\_\_\_\_, execute this release and waiver of liability ("Release") in favor of **The Meadows Neighborhood Company**, a Colorado nonprofit corporation, its directors, officers, employees, and agents (collectively "MNC"), effective this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Acknowledgment and Assumption of Risks.** Resident desires to utilize MNC equipment and common area amenities, including, but not limited to, the pools and pool areas, during the time of a declared state of disaster emergency within the State of Colorado resulting from the presence of coronavirus disease 2019 (COVID-2019) and during any period of time when the presence of COVID-19 remains possible. COVID-19 is a respiratory illness that can spread from person to person and by touching surfaces exposed to the virus. While MNC attempts to follow protocols, such as social distancing and cleaning of surfaces, in compliance with controlling laws, MNC does not guarantee and specifically disclaims responsibility and liability for protecting Resident from exposure to and infection by COVID-19. Due to the state of disaster emergency and possible presence of COVID-19, Resident understands that use of the MNC common area amenities is available only on the condition of Resident's acceptance of the terms of this Release and that, even with execution of this Release, MNC may limit Resident's access to common area amenities due to Resident's violation of rules and regulations or due to MNC business decisions that warrant closure of the amenities. Resident is voluntarily and knowingly assuming the risk of exposure to or infection by COVID-19 by using MNC common area amenities, and such exposure or infection may result in personal injury, illness, permanent disability, or death. Resident further acknowledges that the risk of exposure to or infection by COVID-19 may result from the actions, omissions, or negligence of the Resident, other MNC owners or residents, and MNC. Resident does hereby freely, voluntarily, and without duress execute this Release.

**Release and Waiver.** Resident does hereby release, agree not to sue, and forever discharge and hold harmless MNC and its successors and assigns from any and all liability, claims, and demands related in any way to COVID-19, either in law or in equity, which arise or may hereafter arise from Resident's use of MNC common area amenities. Resident understands that this Release discharges MNC from any liability or claim that Resident may have against MNC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Resident's use of MNC common area amenities, whether caused by the negligence of MNC, including its officers, directors, employees, or agents, or otherwise. Resident also understands that MNC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.

**Rules and Regulations.** Resident's use of MNC common area amenities is subject to MNC rules and regulations, including any rules and regulations related to COVID-19 and compliance with orders and protocols established by governmental entities. Resident agrees to abide by such rules and regulations and understands and agrees that Resident may lose the privilege of access to and use of the MNC common area amenities due to violation of rules and regulations.

**Other.** Resident expressly agrees that this Release is intended to be broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Resident agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Resident has executed this Release as of the day and year first above written.

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Resident Name	Date of Birth	Signature

Please list minors below. You must be the Legal Guardian to sign for the minor(s).

Minor Name	Date of Birth	Relationship to Minor	Legal Guardian Signature

Please submit another form if you have additional minors.