

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
INSPIRATION METROPOLITAN DISTRICT**

**ADOPTING THE RULES AND REGULATIONS GOVERNING THE  
RECREATION AMENITIES**

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WHEREAS, Inspiration Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board of Directors of the District (the “**Board**”) has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Board previously adopted Rules and Regulations Governing The Recreation Amenities of Rockinghorse Metropolitan District No. 1 and Rockinghorse Metropolitan District No. 2 on July 17, 2009 (the “**Previous Rules and Regulations**”); and

WHEREAS, since that time, Rockinghorse Metropolitan District No. 1 has become an inactive district; Rockinghorse Metropolitan District No. 2 changed its name to Inspiration Metropolitan District; and the District has acquired additional recreation amenities, including a pool and clubhouse; and

WHEREAS, the Board desires to adopt the Rules and Regulations Governing The Recreation Amenities for the District, which are attached hereto as Exhibit A, and which shall supersede the Previous Rules and Regulations.

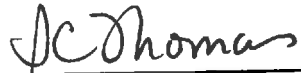
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. **Rules and Regulations for Recreational Amenities.** The District hereby adopts the Rules and Regulations for Recreation Amenities, attached hereto as Exhibit A, as may be amended from time to time. Such Rules and Regulations supersede the Previous Rules and Regulations adopted by the District on July 17, 2009.

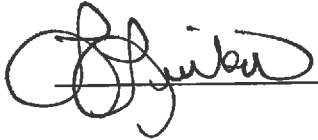
2. **Effective Date.** The provisions of this Resolution and the Rules and Regulations shall take effect on November 13, 2017.

ADOPTED THIS 13<sup>th</sup> DAY OF NOVEMBER, 2017.

INSPIRATION METROPOLITAN DISTRICT

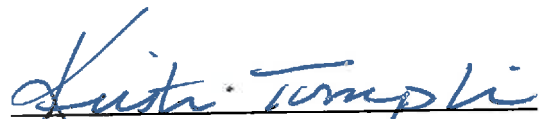
  
\_\_\_\_\_  
Officer of the District

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to the District

**Exhibit A**

**RULES AND REGULATIONS GOVERNING THE  
RECREATION AMENITIES  
OF  
INSPIRATION METROPOLITAN DISTRICT  
(f/k/a ROCKINGHORSE METROPOLITAN DISTRICT NO. 2)**

**RULES AND REGULATIONS GOVERNING THE  
RECREATION AMENITIES  
OF  
INSPIRATION METROPOLITAN DISTRICT  
(f/k/a ROCKINGHORSE METROPOLITAN DISTRICT NO. 2)**

**(Adopted: November 13, 2017)**

Preamble

The Board of Directors of Inspiration Metropolitan District (the “**District**”) has adopted the following Rules and Regulations Governing the Recreation Amenities pursuant to § 32-1-1001(1)(m), C.R.S., by resolution dated November 13, 2017, (“**Rules and Regulations**”) to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan, has constructed or will construct certain recreation amenities including tennis courts, basketball courts, multi-sport & in-line hockey court, parks, playground equipment, soccer field, landscaped common areas, clubhouse, pavilions, fireplaces and pool (collectively, the “**Recreation Amenities**”).

All references herein to “**District Manager**” shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

Article I

**ACCESS TO AND USE OF THE RECREATION AMENITIES**

1.1 Persons within the District’s Boundaries. All residents and owners of property within the legal boundaries of the District, as adjusted from time to time (“**District Residents and Property Owners**”), shall be entitled to use the Recreation Amenities as permitted. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all of the District’s fees, charges and taxes.

1.2 Persons Outside of the District’s Boundaries. All persons not residing or owning property within the legal boundaries of the District, as such boundaries may be adjusted from time to time via the inclusion and/or exclusion of property (“**Non-Residents**”), shall be entitled to use the Recreation Amenities as permitted herein. Charges for use of the Recreation Amenities by Non-Residents shall equal, at a minimum, the estimated annual mill levy payments and other annual fees for which such property would be responsible if it were included in the District. All persons desiring access to the Recreation Amenities under this Section shall pay in full all applicable annual charges and fees, as determined by the District’s Board of Directors, in its sole discretion, from time to time, prior to being allowed access to the Recreation Amenities for the year in question. The District retains the right to limit access to the Recreation Amenities to Non-Residents based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District’s Board of Directors in its discretion. Use of the Recreation Amenities by Non-Residents shall be allowed on a

first-come, first-serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. All persons entitled to use the Recreation Amenities under this Article 1 (“**Users**”) shall be required to complete the Property Owner Form and Property Owner Waiver and Consent Form attached as **Exhibit A**, and to submit the same to the District Manager. Users must submit an updated Property Owner Form to the District Manager when any of the User’s information on the Property Owner Form changes. All other persons over the age of 18 desiring to use the Recreation Amenities (including, but not necessarily limited to, adult children, tenants/renters, regularly employed caregivers, grandparents, grandchildren, and others residing at an in-District property address) (“**Additional Authorized Users**”) must be listed on the Property Owner Form of a District Resident or Property Owner as an Additional Authorized User, and further shall be required to complete the Additional Authorized User Form and Additional Authorized User Waiver and Consent Form in substantially the form attached hereto as **Exhibit B**, as amended from time to time, for submission to the District Manager. An updated Additional Authorized User Form must be submitted to the District Manager if any information on a previously submitted form changes. The Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of all individuals under the age of 18. Requests for pool keys shall be submitted by all users on the Pool Key Request Form in substantially the form attached hereto as **Exhibit C**. Upon adequate completion of all required forms, Users shall be issued pool keys by the District Manager. Users may be requested, at any time, to demonstrate their eligibility to use the Recreation Amenities, and may be required to present their pool key to the District Manager. Any User who refuses, upon request to present their pool key may have their Recreation Amenities privileges revoked and subjected to further review by the District. The District Manager will charge a reasonable fee for pool keys. Lost pool keys must be reported immediately to the District Manager, and replacement pool keys will also be subject to a replacement fee.

All pool keys issued by the District Manager are the sole property of the District and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the District Manager. Any transfer without the District Manager’s approval shall be void and the District shall retain the right to suspend or revoke any User’s privileges to the Recreation Amenities for such violation. If at any time, a District Resident or Property Owner moves outside of District boundaries or ceases to own property therein, s/he shall promptly notify the District Manager. Any such person may continue to use the Recreation Amenities as a Non-District Resident or Property Owner by complying with Section 1.3 of these Rules and Regulations.

1.4 Children. No children under the age of 14 may use the tennis courts unless accompanied by a parent, legal guardian or other adult over the age of 18, as authorized by the parent or guardian.

1.5 Limitation on Number of Guests Per User. The District reserves the right, in its sole discretion, to implement policies to limit the number of guests per User. All Users shall be responsible for their guests’ actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities and/or any violations of these Rules and Regulations and/or injuries caused by such guest whether negligent, accidental or intentional.

1.6 Rental of Recreational Amenities. The District may, from time to time and within its sole discretion, rent the Recreation Amenities for private use to Users. Those persons renting the facilities are not subject to the limitation on the number of guests allowed per user. The rental amount shall be determined by the District.

1.7 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

Parks shall be open year round as follows: 6:00 a.m. to 11:00 p.m.

Pool shall be open from Memorial Day to September 30th as follows: from sunrise to sunset, subject to change without notice.

The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board of Directors in its discretion. Users may contact the District Manager to obtain up-to-date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees.

## Article II

### TENNIS COURTS

2.1 Use of the Tennis Courts. Tennis courts are available for reservation by Users. When not reserved they are available on a first-come, first-served basis. Use of the courts is limited to one hour.

2.2 Equipment. Proper and appropriate attire should be worn by all Users and their guests when utilizing the tennis court facilities. Users shall not adjust nets or any equipment but shall notify the District Manager if any such adjustments are necessary.

2.3 Skateboards, Skates or Bikes. The tennis courts shall only be used for playing tennis or other authorized uses as determined by the District in its sole discretion. No skateboards, in-line skates or other types of skates, bikes or other unauthorized uses shall be tolerated.

2.4 Children. Children under the age of 18 years old shall be permitted use of the tennis courts pursuant to Section 2.1 hereof.

## Article III

### LANDSCAPED COMMON AREAS

3.1 Park and Picnic Areas. The open green areas (“**Common Areas**”) are intended

for general play, recreational use, and picnics. Users shall report all broken or damaged equipment to the District Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons utilizing these areas. No motorized bikes or vehicles are allowed in the park areas or on the bike or trail paths. Littering and practicing golf are also prohibited. Horses are not allowed on the turf or near shelters.

3.2 Neighborhood Activity Centers. Several neighborhood activity centers (“**Activity Centers**”) will exist within the community containing playground equipment intended for general use by the District’s residents and property owners.

3.3 Use of Common Areas and Activity Centers. Common Areas and Activity Centers including shelters and playing fields are available for reservation by Users. When not reserved they are available on a first-come, first-served basis.

#### Article IV

#### SWIMMING POOL

4.1 Pool Rules. Pool rules are posted in the swimming area and may be obtained directly from the District Manager. A list of pool rules and regulations is attached as **Exhibit D**.

4.2 Pool Attendant. The District shall contract with a pool consultant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

4.3 Lifeguards. The District, in its sole discretion, may provide lifeguards. Users acknowledge they utilize the pool facilities at their own risk. All Users must have a completed a Property Owner Waiver and Consent Form or Authorized Additional User Waiver and Consent Form on file with the District Manager.

4.4 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the pool unless accompanied (in the water) and directly supervised by a responsible person.

4.5 Use of the Pool by Children. Children under the age of 7 using the pool shall at all times be directly supervised by a parent, legal guardian, other adult over the age of 18, or by a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors), as authorized by the parent or legal guardian. Any person not able to control his or her bodily functions must wear swim diapers beneath his or her bathing suit. No plastic, disposable or cloth diapers are permitted.

4.6 Children. No one 13 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor’s parents have expressly authorized the minor to supervise other minors). Children ages 14-17 may swim unsupervised

if expressly authorized on a Minor Release Form. All minors will need to have a valid pool key. If approved minors will be bringing guests that are between the ages of 14-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District before access will be granted to the pool. The Minor Release Form shall be submitted to the District Manager in substantially the form attached hereto as **Exhibit E**, as may be amended from time to time, prior to any use of the pool by children, as provided for in this Section.

An adult or a minor aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 16-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) are required to be in the pool area to supervise children aged 10-13, but are not required to be in the water if the children can swim.

## Article V

### ENFORCEMENT

5.1 Disorderly or Offensive Conduct. The District and its authorized representatives may request any User to cease conduct that is:

- In violation of any of the District's Rules and Regulations or Policies and Procedures.
- Interferes with, or is abusive, toward any of the District's representative(s) in the normal operation of the facility.
- Interferes with any resident or resident's guest, or other persons' use or enjoyment of the facilities, or is abusive to any such person.
- Harmful or damaging to the Recreational Amenities.

5.2 Remedies Available for Disorderly or Offensive Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or District Manager is authorized to use any and all reasonable means he or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges at the Recreation Amenities for forty-eight hours without the necessity of any action or consent of the District's Board of Directors. All such removals shall be reported to the District Manager.

5.3 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture, or disobeying the Rules and Regulations or the Policies and Procedures, disciplinary measures will be administered by the District Manager as follows without the necessity of any action of the District's Board of Directors:

|                 |   |
|-----------------|---|
| First offense:  | Verbal warning  |
| Second offense: | Restricted from the Recreation Amenities for one (1) month      |
| Third offense:  | Restricted from the Recreation Amenities for one (1) year. User |



must apply for reinstatement. The District's Board of Directors shall determine whether the reapplication is approved.

The District's Board of Directors shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures they deem appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the District's Board of Directors, and may be subject to prosecution in accordance with Colorado Revised Statutes.

5.4 Restitution for Violation. If any User or guest of any User commits an act or omission that constitutes a violation of these Policies and Procedures ("**Violation**"), and the Violation causes the District to incur expenses, the User who commits the Violation, or who is responsible for the guest who commits the Violation, shall be liable to the District for all such expenses and shall repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the Violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a User who commits a Violation or is responsible for a guest who commits a Violation.

## Article VI

### MISCELLANEOUS

6.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis as determined at the District's sole discretion.

6.2 Limitation Of Liability Of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., the District shall not be responsible for any claims for damage by reason of any action or inaction of the District or its agents or representatives in connection with any of the Recreation Amenities.

6.3 Equipment. All equipment, supplies and other furnishings located in or around the Recreation Amenities are the property of the District and shall not be taken from the premises without prior written consent of the District Representative. Any violations may result in criminal prosecution by the District.

6.4 Smoking, Drugs and Alcohol. Smoking, tobacco and marijuana products and the use of illegal drugs shall not be permitted in or around the Recreation Amenities. Use of alcohol is permitted by adults over the age of 21 during certain special events with prior approval of the District Representative and in accordance with the requirements of these Policies. Alcohol is

prohibited in the pool area at all times.

6.5 Weapons. No weapons of any kind shall be allowed on or around the Recreation Amenities, including, but not limited to, pocket knives or guns.

6.6 Food and Drink. Food and drink are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the pool area. Users must clean up after themselves.

6.7 Pets. Generally, pets are not allowed in the Recreation Amenities, except service animals as defined by the laws of the State of Colorado. All service animals must be accompanied and must be on a leash. All Users are responsible for cleaning up after their service animal. Pets may be allowed in the Recreation Amenities for special events hosted or sponsored by the District.

**EXHIBIT A**  
Property Owner Form and  
Property Owner Waiver and Consent Form

**INSPIRATION METROPOLITAN DISTRICT  
PROPERTY OWNER FORM**

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

Out-of-District Address: (If Applicable) \_\_\_\_\_

Owner Last Name: \_\_\_\_\_ Owner First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

2nd Owner Last Name: \_\_\_\_\_ 2nd Owner First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

E-mail Address(s) for contact purposes: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

**ADDITIONAL AUTHORIZED USERS:**

- Includes:
- Adult Children (18+);
  - Tenants/Renters;
  - Regularly Employed Caregivers (Nannies/Babysitters);
  - Immediate Family (incl. Grandparents/Grandchildren); and/or
  - Others Residing at Your Property Address

Additional Authorized Users **DO NOT** Include Guests.  
Each cardholder is allowed to be accompanied by up to five (5) guests.

**ALL ADULT ADDITIONAL AUTHORIZED USERS MUST COMPLETE AN AUTHORIZED USER FORM AND BE LISTED ON THIS PROPERTY OWNER FORM IN ORDER TO ACCESS THE RECREATION AMENITIES.**

| Authorized User Name | Sex   | Relationship |
|----------------------|-------|--------------|
| _____                | M / F | _____        |
| _____                | M / F | _____        |
| _____                | M / F | _____        |
| _____                | M / F | _____        |
| _____                | M / F | _____        |
| _____                | M / F | _____        |
| _____                | M / F | _____        |

**EACH PROPERTY OWNER MUST ALSO SIGN A WAIVER AND CONSENT FORM**

**INSPIRATION METROPOLITAN DISTRICT  
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests, children and authorized additional users listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, tennis courts, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by the Inspiration Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I and my children will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, and have completed either the Property Owner Form, on which I am listed as an owner residing within the District, or an Additional Authorized User Form. I acknowledge that if I submit an Additional Authorized User Form, I must be listed as an authorized user on a Property Owner Form submitted by an owner of property within the District.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. to release and agree not to sue the District, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my authorized users, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my authorized users. I understand I agree here to waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my authorized users; and
2. to release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guests, or my authorized users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my authorized users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my children, my guests, and my authorized users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and authorized users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District do not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my authorized users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my authorized users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B**

Additional Authorized User Form and  
Additional Authorized User Waiver and Consent Form

**INSPIRATION METROPOLITAN DISTRICT  
ADDITIONAL AUTHORIZED USER FORM**

All adult Additional Authorized Users must complete this form AND be listed on a Property Owner Form of a District Resident or Property Owner AND sign a Waiver and Consent Form in order to access the Recreation Amenities.

**USER INFORMATION:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

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

Relationship to Property Owner: \_\_\_\_\_  
(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)

E-mail Address(s) for contact purposes: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

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

Relationship to Property Owner: \_\_\_\_\_  
(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)

E-mail Address(s) for contact purposes: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Not Immediate Family)

NOTE: Minors must be accompanied by a Property Owner or another Additional Authorized User unless a Minor Release Form is on file with the District Manager.

**MANDATORY INFORMATION ON PROPERTY OWNER AUTHORIZING USE:**

Address of Property Owner Authorizing Use: \_\_\_\_\_  
(In-District Address)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

**EACH ADDITIONAL AUTHORIZED USER MUST ALSO SIGN A WAIVER AND CONSENT  
FORM**



**INSPIRATION METROPOLITAN DISTRICT  
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A  
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests, children and authorized additional users listed on my Property Owner Form (if applicable), desire to participate in activities at the pool, clubhouse, tennis courts, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the "Recreation Amenities") owned or operated by Inspiration Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I and my children will abide by all rules, regulations, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, and have completed either the Property Owner Form, on which I am listed as an owner residing within the District, or an Additional Authorized User Form. I acknowledge that if I submit an Additional Authorized User Form, I must be listed as an authorized user on a Property Owner Form submitted by an owner of property within the District.

I, as an adult participant, and for and on behalf of my participating children, if any, agree as follows:

1. to release and agree not to sue the District, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me, my children, my guests, or my authorized users, in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my authorized users. I understand I agree here to waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my authorized users; and
2. to release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guests, or my authorized users for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Recreation Amenities by me, my children, my guests, or my authorized users; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct or that of my children, my guests, and my authorized users in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and authorized users to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my authorized users. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or my authorized users at our sole risk, and the District shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

The District shall not be responsible or liable for articles damaged, lost, or stolen, in or about the Recreation Amenities, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District's negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand the District's rules, regulations, policies and procedures governing the Recreation Amenities:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT C**  
Pool Key Request Form

**INSPIRATION CLUB – KEY FOB AGREEMENT**

**Inspiration Club – Hours of Operation**

**Life Guards on Duty**

|                 |                       |                        |
|-----------------|-----------------------|------------------------|
| Monday – Friday | 6:00 a.m. – 9:00 p.m. | None                   |
| Saturday        | 6:00 a.m. – 9:00 p.m. | 10:00 a.m. – 8:00 p.m. |
| Sunday:         | 6:00am—9:00pm         | 10:00 a.m. – 6:00 p.m. |

**Inspiration Club Guest Passes:** Each lot receives 20 guest passes/punches per season with a maximum of 4 guests per day. An additional 20 guest passes/punches may be purchased for \$100 (one purchase per season per lot).

**RESIDENT 1:** \_\_\_\_\_

**RESIDENT 2:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

I understand that two (2) Key FOB are provided one time per “Lot” free of charge and each FOB is non-transferable. I also understand that there is a charge of \$30.00 for each replacement Key FOB provided to me and agree to immediately report any lost or stolen Key FOB to the Inspiration Metropolitan District Manager at (303) 627-1063.

Signature Resident 1: \_\_\_\_\_

Signature Resident 2: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Access Fob # \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

Access Fob # \_\_\_\_\_ Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

as of October 2017

Photo Acknowledgement for Adult

For valuable consideration, receipt of which is acknowledged, I, \_\_\_\_\_ (print Resident's name) do hereby give American Newland Communities, LP. ("**Newland**") their affiliates, assigns, licensees, successors-in-interest, legal representatives, and heirs the irrevocable right to use my name (or any fictional name), comments, quotes, testimonials, endorsements (verbatim or in different words which have substantially the same meaning), picture, portrait, or photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations of those images, or derivative works made in any medium) now or hereafter known for illustration, publication, advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith. I agree that Newland owns the copyright in these photographs and I hereby waive any claims I may have based on any usage of the photographs and my personal testimonials, endorsements, comments and/or quotes or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns. I have read the above authorization and release prior to its execution and I am fully cognizant of its contents. I have full rights to contract in my own name with respect to the matters herein.

Resident: Name Printed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_ Address: \_\_\_\_\_

Witnessed by: Name Printed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_ Address: \_\_\_\_\_

Photo Acknowledgement for Minor Child

For valuable consideration, receipt of which is acknowledged, I, \_\_\_\_\_(print name of minor's parent/legal guardian) do hereby give American Newland Communities, LP. ("Newland") their affiliates, assigns, licensees, successors-in-interest, legal representatives, and heirs the irrevocable right to use my child/children/ward(s)'s names (or any fictional names), picture, portrait, or photograph in all forms and in all media and in all manners, without any restriction as to changes or alterations (including but not limited to composite or distorted representations, or derivative works made in any medium) now or hereafter known for illustration, publication, advertising, trade, promotion, exhibition, or any other lawful purposes, and I waive any right to inspect or approve the photograph(s) or finished version(s) incorporating the photograph(s), including written copy that may be created and appear in connection therewith. I agree that Newland owns the copyright in these photographs and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion of privacy or libel. I agree that this release shall be binding on me, my legal representatives, heirs, and assigns. I have read the above authorization and release prior to its execution and I am fully cognizant of its contents.

Consent:

I am the parent or legal guardian of the minor(s) named below and have the legal authority to execute the below release. I approve the foregoing and waive any rights with respect to subject matter stated above.

Minor Child/Children's Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resident: Name Printed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_ Address: \_\_\_\_\_

Witnessed by: Name Printed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_ Address: \_\_\_\_\_

**EXHIBIT D**  
Pool Rules



## **SWIMMING POOL RULES**

Lifeguards are not provided at the Inspiration Club. The following rules apply to the use of the pool. Additional rules may be posted at the pool:

Persons must not compromise the cleanliness of the pool, or subject other users to unhealthy conditions. Facility Users are required to take a cleansing shower before entering the pool. Showering after using the pool is also recommended.

Persons are required to wear appropriate swimwear at all times. No street clothing such as undergarments, sports bras, basketball shorts, jean shorts or cargo shorts are allowed. White t-shirts or tank tops are permitted over an appropriate swimsuit. The pool monitor will make the final determination if certain swimwear is disallowed in the pool area. Nudity is strictly prohibited.

All incontinent persons are required to wear approved swim diapers. In addition, rubber or plastic pants over the swim diaper are recommended. Regular Diapers are not allowed in the pool.

Swimmers with a cold virus, communicable disease, open sores, ear or nasal discharge are not allowed into the pools. The pool monitor will make the final determination if a swimmer is prohibited from entering the pool.

Horseplay, running, or diving into the pools is prohibited.

Personal sound-producing equipment is prohibited. However, the water exercise classes may use sound equipment as necessary to conduct their program. Persons may use personal stereo devices with headphones that emit sound levels that do not disturb others.

The pool deck perimeter is reserved for walking, safety and emergency purposes. No obstruction of any kind will be permitted in this area.

Food and beverages are permitted in the pool deck perimeter. Food and beverages are not permitted in the pool. No glass, ceramic, china, or other breakable containers are allowed. Trash containers will be available so that pool users may clean-up after themselves.

Inflatables (including water wings) are not permitted in pool. Persons are encouraged to bring a Coast Guard approved Life Jacket to assist non-swimmers.

Children under the age of 12 must be supervised by a parent/ responsible adult/ sitter (age 13+) while in the pool area.

Hanging, swinging and pulling on aquatic equipment or features is not permitted.

Lane ropes and stair rails are installed to assist and guide pool users. Standing or sitting on these items is prohibited.

Lap lanes are to be used for lap swimming and water walking only. During classes, special

programs and scheduled pool maintenance, lap lanes may be removed as necessary.

During busy times Persons will be asked to share lanes or circle swim, and may be asked to limit swim time.

During thunder and lightning storms or other inclement weather conditions, Persons shall clear the pool area. Persons must exit the pool and follow general safety guidelines.

Any Person failing to abide by pool monitor instructions, stated policy or safety rules, will be asked to leave the pool area. The judgment of the pool monitor or District personnel with respect to safety, decorum and sanitation will prevail. Repeat offenders may be subject to facility suspension pending a Board hearing.

In the swimming pools, chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, the pool may be closed to preserve the health and well-being of Persons.

Chemicals are used in the pool water that may cause damage to swim wear. The District will not be responsible for any such damage.

Patio furniture in the pool area shall not be removed. Residents are allowed to bring additional portable lounge chairs, umbrellas, etc. to the pool area provided they do not present a potential safety concern to other members and their guests.

Persons should immediately report fecal or vomit incidents to a lifeguard or the pool monitor or District management.

Climbing on the pool area fence is prohibited.

The District is not responsible for the loss or theft of any personal belongings of any Persons using the pool facilities. Lost and Found items will be donated to a local donation center at the end of each month.

Unauthorized Persons will be asked to immediately vacate the premises and may be reported to the police as trespassers. During non-business hours, concerned residents should report trespassers to the City of Aurora Police Department.

### **SWIMMING POOL GUEST POLICY**

Issuance of Guest Punch Cards is a discretionary program that may be amended or eliminated by the District upon written notice. Each residential lot is eligible to receive free of charge up to twenty (20) Guest Punches in each calendar year. Unused Guest Punch Cards may not be transferred to another residential lot or extended into the next calendar year but may be transferred to subsequent occupants of the same residential within the same calendar year.

Each residential lot shall have the right to purchase a maximum of (20) additional Guest Punches, or (1) Guest Punch Card, per calendar year, with a Maximum Number of (4) Guests per visit. Additional Guest Punches or Guest Punch Cards may be purchased from the CCMC Mountain Office for \$100.00 each.

Owners or Tenants must present a key fob when purchasing additional Guest Punch Cards. Guest Punch Cards are non-refundable. If lost, a new Guest Punch Card must be purchased.

**EXHIBIT E**  
Minor Release Form

**INSPIRATION METROPOLITAN DISTRICT NO. 10  
MINOR RELEASE FORM**

I, \_\_\_\_\_(Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors between the ages of 9 and 17: (Please note each child will need to pass a swim test before he/she will be allowed to swim unaccompanied):

| Name (Please Print) | Age |
|---------------------|-----|
|                     |     |
|                     |     |
|                     |     |
|                     |     |

and as the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the following Recreation Amenities of the Inspiration Metropolitan District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 16 to 17 (check all facilities that are authorized for use by the minor(s)):

Pool

I further authorize/do not authorize minor(s) at least 16 years old to supervise, chaperone, and monitor other minors in the pool area, without my presence and without the presence of another parent or legal guardian. (check yes or no):

Yes List name(s) of minor(s) authorized to supervise: \_\_\_\_\_

No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. The Leyden Rock Metropolitan District Nos. 1-10 shall not be liable for any injuries or damages caused or incurred by said minor, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin and the negligence of the Districts' agents, servants, assigns, or employees, or otherwise.

It is agreed and understood that a minor's unsupervised use of the above-indicated use of the Recreation Amenities may be revoked at any time by a District Representative in the event that said minor disregards or otherwise violates any District rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Recreation Amenities.

---

Signature

---

Print Name

---

Date

---

Property Address

---

Contact Phone Number