



The Executive Board of the River Valley Ranch Master Association (RVRMA) and its management hope that you, your family, and guests enjoy visiting the Ranch House and using the facilities. This waiver is required and emphasizes the inherent dangers of a facility such as ours. We enlist your support in minimizing risk. We all share an interest in making the Ranch House safe and fun for all users, and appreciate your understanding and cooperation with these measures.

If you have any questions, please contact Ian Hause, Community Manager, at 970-963-6300, ext. 305, or by e-mail at [rvrmanager@rvrcommunity.com](mailto:rvrmanager@rvrcommunity.com).

## RIVER VALLEY RANCH HOMEOWNERS MASTER ASSOCIATION, INC. (THE "ASSOCIATION")

### Waiver and Release of Liability, Hold Harmless and Covenant Not to Sue Agreement (the "Agreement")

*This is a waiver and release of liability, hold harmless and covenant not to sue agreement.  
Please read thoroughly before signing.*

**Each adult in your family must sign a waiver.  
Each child under the age of 18 must be listed on one waiver for each family.**

I, \_\_\_\_\_ (name), and/or the Minor Children for whom I may also be signing (hereafter "Minor Children"), agree on behalf of myself, my Minor Children, and my successors, heirs, assigns, personal representatives and estate, that in consideration of being allowed to use the Ranch House Swim and Tennis Facility ("Ranch House") and its related amenities, including but not limited to the pool facilities, spas, exercise equipment, tennis facilities, fitness classes, playground equipment and other recreational facilities of the River Valley Ranch House Swim and Tennis Facility ("Recreational Facilities"), state and agree:

1. I have read and agree to comply with all Association and Ranch House rules and regulations now in effect, including specifically, those rules governing use of the Recreational Facilities.
2. I shall be solely responsible for ensuring that I and my Minor Children understand and abide by the Association's and the Ranch House's rules and regulations, and I further agree that if I/we fail to abide by such rules and regulations, my/our privileges to use the Recreational Facilities may be terminated or suspended immediately.
3. I acknowledge that certain activities sponsored or provided by the Association or the Ranch House or available at the Recreational Facilities may be dangerous, possibly resulting in serious bodily injury or death. I acknowledge and understand that use of the Recreational Facilities and/or participation in Association or Ranch House sponsored activities subjects me and my Minor Children to additional risks and dangers, both known and unknown, including but not limited to the inherent risks of recreational

activities and the physical stress that may accompany the use of such Recreational Facilities. I acknowledge that injuries could result from accidents or the negligence or carelessness of myself, my Minor Children, or others, including the Association or Ranch House, its officers, directors, members, employees, or agents. I knowingly accept and assume all known and unknown risks in the use of the Recreational Facilities and/or participating in activities sponsored or provided by the Association or the Ranch House on behalf of myself, or my Minor Children. I further acknowledge and agree that my Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association or the Ranch House may be unsupervised by employees or agents of the Association or Ranch House at any or all times.

4. For good and valuable consideration, for myself and my Minor Children, I agree to indemnify and hold harmless the Association, its members, directors, officers, agents, managers, employees, and the Ranch House, and its respective officers, directors, members, agents and employees (collectively the "Indemnified Parties") from all current and future, foreseen and unforeseen actions, expenses, judgments, damages, claims, losses or liabilities of any kind, including those arising out of their negligence or carelessness, and including attorney fees incurred in defending against any of the same, that may arise from or in connection with my or my Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association or the Ranch House, including personal injuries or death, to me or my Minor Children.

5. For myself and my Minor Children, I hereby release, discharge and agree not to sue, or make any claim against the Indemnified Parties from any and all foreseen and unforeseen injury, death, claim, loss, or damage of any kind and nature, including attorney fees and court costs, that may arise from or in connection with my or my Minor Children's use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association or the Ranch House, including injury, death, claim, loss, or damage arising out of the negligence or carelessness of the Association or the Ranch House, and their officers, directors, members, agents and employees, and waive any claims, loss, liability or damage that I or my Minor Children may have arising out of such injury, death, claim, loss or damage.

**THIS WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND COVENANT NOT TO SUE SHALL BE EFFECTIVE EVEN IF THE INJURY, DEATH, CLAIM, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION, THE RANCH HOUSE, OR ANOTHER INDEMNIFIED PARTY.**

"Negligence," as used here, shall include, but not be limited to, failure to make reasonable and prudent efforts to determine (1) my or my Minor Children's ability to use the Recreational Facilities and/or engage safely in activities sponsored or provided by the Association or the Ranch House, or (2) my or my Minor Children's ability to safely manage particular recreation equipment or knowledge of a dangerous latent condition concerning the land, facilities, or equipment for which warning signs have not been conspicuously posted.

6. I hereby acknowledge that the Indemnified Parties have no obligation to provide medical care and have not undertaken the responsibility to do so; however, I consent to emergency medical treatment for myself and my Minor Children which may be deemed advisable in the event of injury, accident or illness resulting from my or my Minor Children's use of the

Recreational Facilities and/or participation in activities sponsored or provided by the Association or the Ranch House.

7. This Agreement is executed without reliance upon any promise, inducement, statement or representation by the entity and or person released or their representatives or attorneys.

8. This Agreement shall bind me, my Minor Children, and our respective heirs, successors or assigns.

9. I have not consumed any alcohol or used any drugs during the past 24 hours which would impair my ability to knowingly and voluntarily enter into this Agreement.

10. To the extent I or my Minor Children use any Association or Ranch House equipment or facilities and cause any loss or damage to such equipment or facilities, I agree that I am personally responsible for any such damage or loss which I cause.

I and my Minor Children acknowledge and agree that we voluntarily use the Recreational Facilities and/or participate in activities sponsored or provided by the Association or the Ranch House knowing the dangers involved, and we assume all known and unknown risks, and the above stated risks. The terms of this Agreement shall serve as a complete waiver and release of liability, hold harmless and covenant not to sue agreement and EXPRESS assumption of all risks. I shall be solely responsible for my and my Minor Children's safety and well-being, and for all expenses that arise directly or indirectly from use of the Recreational Facilities and/or participation in activities sponsored or provided by the Association or the Ranch House.

I acknowledge that I have been afforded the opportunity to consult with legal counsel regarding the terms and conditions of this Agreement. I acknowledge that I have read the entire Agreement, that the terms of the Agreement are clear to me and there are no other understandings or agreements other than as set out above, and that I voluntarily consent to all of the Agreement's terms and provisions.

Read this Waiver and Release of Liability, Hold Harmless and Covenant Not to Sue Agreement carefully, ask any questions before signing, and retain a copy.

Your signature acknowledges that you fully understand the terms of the Agreement, believe it is fair and reasonable, and agree to its terms.

Date

Signature

Minor Children