



## **SKYESTONE COMMUNITY ASSOCIATION, INC.**

### **LODGE AND RECREATIONAL FACILITIES USER REGISTRATION PACKET**

#### **Facilities User Informed Consent, Release and Waiver Agreement**

Welcome to Skyestone's Lodge and Recreational Facilities, collectively referred to as the "Facilities". As a Facilities User, management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent, Release and Waiver Agreement.

I, \_\_\_\_\_, Facilities User, including Resident and Guest, declare that I intend to use some or all of the facilities offered by the Skyestone Community Association, Inc., a Colorado nonprofit corporation ("Association"), and/or Taylor Morrison of Colorado, Inc., a Colorado corporation, including, but not limited to, the Lodge, the fitness center, games area, meeting rooms, swimming pool, hot tub, bocce ball court, pickleball courts, and other areas managed by the Association (either presently existing or anticipated for future construction). Participation may include programs, activities and events sponsored from time to time both onsite and offsite by the Association or Taylor Morrison of Colorado, Inc. (collectively the "activities").

In consideration for being allowed to use the facilities and participate in the activities, I declare as follows:

I understand that each individual, myself included, has a different capacity for participating in activities. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I agree to comply with the written rules and regulations for use of these Facilities and participation in activities.

I understand that part of the risk involved in participation in activities and use of the Facilities is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself. I am physically able to participate in the activities of my choice and I acknowledge that my choice to participate in any activities bring with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care, and skill that I possess and use.

I understand that participating in the activities and use of the Facilities may involve risk, including property damage, economic loss, personal injury health, disabilities, or death, and I willfully and voluntarily assume those risks even though some risks are apparent and other are not identifiable.

I understand that as a Facilities User, I may be held responsible and liable for actions that result in damage to Association property or equipment or cause injury to another Facilities User. I understand that Residents are responsible for any damages or injury caused to the Recreational Amenities or persons by their Guests, including persons under the age of 19. I understand and agree that if I am a Guest, I cannot invite another Guest to use the Facilities or participate in the activities.

I accept personal responsibility to always act in a safe manner and abide by the rules and regulations of the Skyestone Community Association and the Lodge and Recreational Facilities whenever I participate in these activities. I agree to immediately inform a representative of the activities or any Association employee and stop participation in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort, or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activities if I so desire and that I may also be requested to stop and rest by any Association employee who observes any symptoms of stress or abnormal response, and I agree to comply with such directions.

I understand that I am responsible for obtaining the appropriate insurance coverage when participating in the activities and that Skyestone Community Association, Inc., and/or Taylor Morrison of Colorado, Inc., will not provide me any insurance coverage.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities, use of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I am advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics, or fitness activities.

I also acknowledge that I am advised to obtain a yearly or more frequent physical examinations and to review with my doctor the activities that are best suited for me. I understand that my decision to participate in the activities is voluntary. Skyestone Community Association, Inc., and Taylor Morrison of Colorado, Inc., do not have resources to review, and are not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either have had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.

By signing this document, I acknowledge that I have voluntarily and willingly chosen to participate in the activities. I assume all risk for my health and on behalf of myself, my heirs, beneficiaries, dependents, personal representatives, and those who could claim through me, and release and hold harmless Skyestone Community Association, Inc., and Taylor Morrison of Colorado, Inc., all of its affiliate corporations or agents, their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.

I agree to unconditionally waive and release Skyestone Community Association, Inc., and Taylor Morrison of Colorado, Inc., and all of its affiliate corporations or agents, their respective directors, officers, employees and agents from any and all injuries, claims, causes of action and liabilities of any nature and kind that I may sustain, or any damage that may be caused to my property in connection with said activities or use of such facilities, including injuries sustained or property damage caused by my use of equipment, to the extent allowed by law.

**I declare that the terms of this Informed Consent, Release and Waiver Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver Agreement for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the use of the facilities and participating in the activities described above.**

\_\_\_\_\_  
Signature of Facilities User (Resident or Adult Guest)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Facilities User (Resident or Adult Guest)

\_\_\_\_\_  
Phone Number

(Staff will call 9-1-1 with medical emergency) In case of emergency, please contact the following person/s:

1.

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Phone number(s)

\_\_\_\_\_  
Contact Relationship to Facilities User

2.

\_\_\_\_\_  
Contact name

\_\_\_\_\_  
Phone number(s)

\_\_\_\_\_  
Contact Relationship to Facilities User

-----For GUEST Use-----

I am a Guest of \_\_\_\_\_

Resident Address \_\_\_\_\_