

CASTLE PINES HOMES ASSOCIATION, INC.
RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____ (parent or legal guardian of Participant, if Participant is less than eighteen (18) years old), in consideration of _____ (Participant) being allowed to participate in recreational/educational activity, specifically consisting of an Emergency Services Bicycle Safety Class offered by Castle Pines Homes Association, Inc. ("Association"), which may include a short bike ride through Castle Pines Village, agree as follows:

Acknowledgment of Risk. I hereby agree and acknowledge that the recreational/education activity consisting of the Emergency Services Bicycle Safety Class, including a short bike ride through Castle Pines Village, is a potentially hazardous activity, possibly resulting in serious bodily injury or death. I acknowledge that my/my minor child's engaging in this recreational/educational activity subjects me/my minor child to risks, both known and unknown. Those risks include but are not limited to the inherent risks of recreational/educational activities as well as to other risks and dangers, including acts of God, the forces of nature, the negligent and reckless acts or omissions of others or of the Association, its officers, agents, directors, members, managers, partners, employees, subcontractors or independent contractors (herein "Risks"). I further acknowledge that the above list is not inclusive of all possible risks associated with recreational/educational activities, including those involving bicycle riding, and that the above list in no way limits the extent or reach of this Release, Waiver, Indemnification and Hold Harmless Agreement ("Agreement"). I further acknowledge and agree that my/my minor child's participation in Association recreational/educational activities may be unsupervised at any or all times.

Release and Waiver and Agreement Not to Sue. I release, discharge and agree not to sue, or make any claim against, Castle Pines Homes Association, Inc., its officers, agents, directors, members, managers, partners, employees, subcontractors, or independent contractors ("Protected Parties"), for any and all foreseen and unforeseen injuries, deaths, losses, actions, claims, judgments, or damages of any kind and nature, including attorney fees and court costs, which I, my minor child participant, my heirs, personal representatives, executors, administrators, successors and assigns may now have, or have in the future, against the Protected Parties, or any of them, arising out of or in any way related to the use of Association facilities or participation in recreational/educational activities, including bicycle riding, whether that use or participation is supervised or unsupervised, including those that may arise from my/my minor child's being a spectator, however the death, accident, injury or damage is caused.

THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION OR ANOTHER PROTECTED PARTY. Negligence as used herein shall include, but not be limited to: failure to make reasonable and prudent efforts to determine my/my minor child's ability to engage safely in the recreational/educational activity, or my/my minor child's ability to safely manage the particular recreation equipment; or knowledge of a dangerous latent condition concerning the land, facilities, or equipment, and for which warning signs have not been conspicuously posted.

Indemnification and Hold Harmless. I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, damages, third party claims and losses, including their own losses, expenses, damages, attorney fees and court costs, that arise from my/my minor child's participation in Association recreational/educational activities, including those involving bicycle riding.

Compliance with Rules and Regulations. I shall comply with all Association Rules and Regulations and all laws and ordinances now in effect or adopted in the future. I shall be solely responsible for ensuring that my minor child knows and abides by the Rules and Regulations and the terms of this Agreement. I understand that if the Association or an independent contractor or leader is in charge of an event, he/she/it can terminate the event at any time if he/she/it thinks it is best, and I/my minor child will abide by any requirements imposed upon me/him/her.

Association Not Obligated to Provide Medical Care. I hereby acknowledge that the Protected 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/my minor child which may be deemed advisable in the event of injury, accident or illness resulting from my/my minor child's participation in Association recreational/educational activities.

This Agreement is executed without reliance upon any promise, statement or representation by the Protected Parties, or any of them, or their representatives or attorneys, concerning any of the facilities, activities, or participation in any Association recreational/educational activity, any damages or legal liability therefor, or any other matter. I acknowledge and agree that this Agreement shall be construed broadly to provide waivers, releases and indemnification to the maximum extent permissible under Colorado law.

I/my minor child voluntarily participate(s) in Association recreational/educational activities, including those involving bicycle riding, knowing the dangers involved, and I assume all known and unknown risks, and the above-defined Risks.

The terms of this Agreement shall serve as a complete release, waiver, indemnification and agreement to hold the Association harmless and EXPRESS assumption of the Risks. I shall be solely responsible for my/my minor child's safety and well-being, and for all expenses that arise directly or indirectly from Association recreational/educational activities, including those involving bicycle riding.

All statements above shall bind me, my heirs, personal representatives, executors, administrators, successors and assigns, and are not merely recitals. I acknowledge that the Association has relied upon these terms, and that without this Release, any applicable fees for my/my minor child's participation in Association recreational/educational activities would be higher, or the Association would be unable to offer recreational/educational activities, including those involving bicycle riding. **I have read and fully understand the legal consequences of this Agreement, and acknowledge that the Association has recommended that I have my attorney review this Agreement prior to my signing it.** The information provided by me below is made a part of this Agreement.

READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND HOLD HARMLESS 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.

I acknowledge review and approval of this Agreement on _____, 201__.

PARTICIPANT NAME: _____ DATE OF BIRTH: _____ AGE: _____

PARTICIPANT SIGNATURE (if over eighteen (18) years of age): _____

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named minor participant and have read the above Agreement. I give my unqualified permission and consent to the named minor's participation in recreational/educational activities, including the use of bicycles, offered by the Association, and I hereby agree to be bound by the terms and conditions of this Agreement.

Parent or Legal Guardian (please print)

Signature of Parent or Legal Guardian