

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
BRIGHTON CROSSING METROPOLITAN DISTRICT NO. 4**

**ADOPTING SECOND AMENDED AND RESTATED POLICIES AND PROCEDURES  
GOVERNING THE BRIGHTON CROSSING RECREATION AMENITIES**

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WHEREAS, Brighton Crossing Metropolitan District Nos. 4-8 (each a “**District**” and collectively the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized pursuant to §§ 32-1-101, et seq., C.R.S. and in accordance with the “Service Plan” prepared for the Districts, as approved by the City of Brighton and the District Court of Adams County, Colorado; and

WHEREAS, the Districts each have the power and authority to provide the following services pursuant to the Service Plan: water, streets, traffic and safety controls, fire protection and emergency medical services, television relay and translator, transportation, park and recreation, sanitation, and mosquito and pest control; and

WHEREAS, the combined boundaries of the Districts make up the community known as “Brighton Crossings,” which property is constituted by the legal boundaries of the Districts as they currently exist; and

WHEREAS, the Board of Directors of Brighton Crossing Metropolitan District No. 4 (“**District No. 4**”), a previously adopted certain rules and regulations entitled “Amended and Restated Policies and Procedures Governing the Brighton Crossing Recreation Amenities” dated March 13, 2017 (the “**Original Policies and Procedures**”), as amended, for the purpose of governing Brighton Crossings and the recreational amenities of District No. 4; and

WHEREAS, Brighton Crossings Operations Board (“**BCOB**”) was formed by virtue of an Establishment Agreement (the “**Agreement**”) by and among Brighton Crossing Metropolitan District Nos. 4-8 pursuant to C.R.S. § 29-1-203 and in conformity with C.R.S. § 29-1-203.5, upon the mutual execution of the Agreement by the Districts and is a political subdivision of the State of Colorado; and

WHEREAS, The Board of Directors for BCOB (the “**Board**”) has determined that it is in the best interest of BCOB and the residents and property owners of the Districts to adopt certain revised policies and procedures on behalf of BCOB in order to preserve and protect public property and facilities owned and/or operated by BCOB, and prohibit activities that interfere with the use and enjoyment of such property and facilities (the “**BCOB Policies and Procedures**”); and

WHEREAS, BCOB hereby intends to amend and restate the Original Policies and Procedures in their entirety with the BCOB Policies and Procedures.

NOW, THEREFORE, be it resolved by the Board of Directors of Brighton Crossings Operations Board as follows:

1. Adoption of Policies and Procedures. The BCOB Policies and Procedures attached hereto as **Exhibit A** and incorporated herein are hereby adopted pursuant to Sections 2.08 and 3.03 of the Agreement, § 32-1-1001(1)(m) and § 18-9-117, C.R.S. The Original Policies and Procedures shall be replaced in their entirety by the BCOB Policies and Procedures.

2. Variances. The Board hereby authorizes the BCOB manager or general counsel, as appropriate, to grant written variances for good cause shown.

3. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Policies and Procedures adopted hereby in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new rules and regulations and/or policies and procedures as may be necessary, in the Board's discretion.

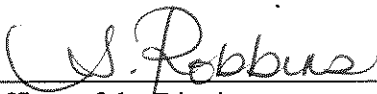
4. Effective Date. The provisions of this resolution shall take effect as of the date of this resolution.

5. Severability. If any term or provision of this resolution or if any rule or regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

*[Signature page follows]*

**RESOLVED AND ADOPTED** this 11th day of June, 2019.

**BRIGHTON CROSSINGS OPERATIONS BOARD**, a contractual authority and political subdivision of the State of Colorado

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

ATTEST:

  
\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

  
\_\_\_\_\_  
General Counsel to BCOB

*Signature page to Resolution Adopting Policies and Procedures.*

**EXHIBIT A**  
**Policies and Procedures**

# **POLICIES AND PROCEDURES GOVERNING THE BRIGHTON CROSSINGS RECREATION AMENITIES**

*Adopted and Enforced by  
Brighton Crossings Operations Board*

Adopted June 11, 2019

## Preamble

The Board of Directors (the “Board”) of Brighton Crossings Operations Board (“BCOB”) has adopted the following Policies and Procedures Governing the Brighton Crossings Recreation Amenities (as defined herein) pursuant to § 32-1-1001(1)(m), C.R.S., and § 18-9-117, C.R.S., by resolution dated June 11, 2019, to provide for the orderly and efficient conduct of construction, management, operation and control of the public recreational facilities and services of BCOB (the “Policies and Procedures”).

Brighton Crossing Metropolitan District No. 4, pursuant to the provisions of its Consolidated Service Plan, has constructed or is currently constructing certain recreation amenities, including a community center and swimming pool facility on Tract WW, Brighton Crossing Filing No. 2 (the “Venture Center” and “Swimming Pool” respectively), a dog park located on Lot 7, Block 8, Brighton Crossing Filing No. 3 (the “Dog Park”), a fitness center located on Lot 7, Block 8, Brighton Crossing Filing No. 3 (the “Fitness Center”), a splash park located on Tract B, Brighton Crossing Filing No. 1 (the “Splash Park”), several multi-use sports courts (the “Sports Courts”) and several public parks and other open space located within BCOB which are owned, operated or maintained by BCOB (collectively the “Parks”). The Venture Center, Swimming Pool, Dog Park, Fitness Center, Sports Courts, Splash Park and the Parks shall be individually referred to herein as a “Recreation Amenity,” and collectively referred to herein as the “Recreation Amenities”.

Brighton Crossing Metropolitan District Nos. 4-8 (each a “District” and collectively the “Districts”) entered into the Brighton Crossings Authority Establishment Agreement on April 15, 2019, as amended by the First Amendment to Brighton Crossings Authority Establishment Agreement dated June 11, 2019, to establish the Tallyn’s Reach Authority, a separate legal entity that is a political subdivision of the State of Colorado. The Districts established BCOB for the purpose of providing services and planning, financing, designing, constructing, installing, operating, maintaining, repairing and replacing public improvements and facilities.

All references herein to “BCOB Manager” shall refer to an independent contractor, its employees and affiliates, engaged by BCOB to perform such services, with and to the extent authorized by BCOB, by contract or other valid allocation of authority. All references herein to “BCOB Recreation Director” shall refer to an independent contractor, its employees and affiliates, engaged by BCOB to perform oversee and manage specific Recreation Facilities, with and to the extent authorized by BCOB, by contract or other valid allocation of authority. As of the adoption of these Policies and Procedures, BCOB is the current owner and operator of the Recreation

Amenities, for the use and benefit of the residents of BCOB. In its capacity as owner of the Recreation Amenities, BCOB is the party responsible for operation and control of the Recreation Amenities.

On December 13, 2005 and March 13, 2017, Brighton Crossing Metropolitan District No. 4 adopted policies and procedures governing the Brighton Crossing Recreation Amenities (the “Prior Policies and Procedures”), and BCOB desires to adopt these Policies and Procedures to supersede and replace the Prior Policies and Procedures in their entirety.

BCOB herein articulates its policies and procedures for the general operations and maintenance of the Recreation Amenities. **Exhibit A** hereof contains BCOB’s Forms. **Exhibit B** hereof contains the official policies and procedures of BCOB for the Swimming Pool and Venture Center. **Exhibit C** hereof contains the official policies and procedures of BCOB for the Dog Park. **Exhibit D** hereof contains the official policies and procedures of BCOB for the Fitness Center. **Exhibit E** hereof contains the official policies and procedures of BCOB for the Splash Park. **Exhibit F** hereof contains the official policies and procedures of BCOB for the Sports Courts. **Exhibit G** hereof contains the official policies and procedures of BCOB for the use, reservation, and rental of the Parks. The Policies of BCOB may be enacted and/or amended by Resolution of BCOB’s Board of Directors. BCOB’s Board of Directors shall have the right, at all times, to repeal and re-enact Resolutions of the Board of Directors regarding these policies and procedures attached hereto as Exhibits A through G and incorporated herein as part of these Policies and Procedures. In all circumstances, the Board of Directors retains authority and responsibility for the policies of BCOB.

## Article I

### ACCESS TO AND USE OF THE RECREATION AMENITIES

**1.1. Persons within BCOB Boundaries.** All residents and owners of taxable property within the legal boundaries of BCOB, as amended from time to time (“BCOB Residents or Property Owners,” as applicable), shall be entitled to use the Recreation Amenities subject to the terms and conditions set forth in these Policies and Procedures. Any household member over the age of 16 claiming status as a BCOB Resident or Property Owner shall present proof of such residency or property ownership to the BCOB Manager upon submission of the forms identified in Section 1.4 hereof in order to receive an access card for use of the Swimming Pool, Venture Center or Fitness Center (“Access Card”). BCOB may issue a total of two (2) active Access Cards per household at no cost to the household, and the cost for each additional Access Card or replacement for a lost or stolen Access Card is shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-6**. Acceptable proof of residency or property ownership may include, but is not limited to, a valid Colorado driver’s license or I.D. with proper address issued by the Colorado Department of Motor Vehicles, a deed or other conveyance document listing the applicant as an owner of an eligible property, or a current lease listing the applicant as a tenant of an eligible property. The BCOB Manager may accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by BCOB Residents or Property Owners is subject to timely payment of all BCOB fees, charges and taxes, and compliance with these Policies and Procedures. In the event that such fees, charges and taxes are not timely paid, or in the event of non-compliance

with these Policies and Procedures, such BCOB Residents or Property Owners may not be issued an Access Card, and any privileges for use of the Recreation Amenities may be suspended or revoked, at BCOB's sole discretion.

**1.2. Persons not within BCOB Boundaries.** All persons not residing or owning property within the legal boundaries of BCOB, as amended from time to time (“Outside Users”), shall be entitled to use the Recreation Amenities as permitted herein. Annual charges for use of the Venture Center, Swimming Pool and the Fitness Center by Outside Users can be found in the current Fee Addendum as attached hereto. The Board shall determine and fix the fee to be paid by Outside Users for use of the Venture Center, Swimming Pool and Fitness Center. All persons desiring access to the Venture Center, Swimming Pool or the Fitness Center under this Section 1.2 shall pay the Outside Users fee as set forth in the Fee Addendum. BCOB retains the right to limit access to the Recreation Amenities to Outside Users based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board, in its discretion. Use of the Recreation Amenities by Outside Users shall be allowed on a first-come, first-served basis in the event of any such limitations. In addition to the timely payment of relevant fees as set forth in the Fee Addendum, use of the Recreation Amenities by Outside Users is subject to compliance with these Policies and Procedures. In the event that such fees are not timely paid, or in the event of non-compliance with these Policies and Procedures, such Outside Users may not be issued an Access Card for the Venture Center, Swimming Pool or Fitness Center, and any privileges for use of the Recreation Amenities may be suspended or revoked, at BCOB's sole discretion. Outside Users are not authorized to bring guests to the Venture Center, Fitness Center or Swimming Pool.

**1.3. “User” Defined.** The term “User,” as used herein, shall refer to all persons entitled to use the Recreation Amenities hereunder, subject to the terms and conditions set forth herein. Such persons shall include BCOB Residents or Property Owners as defined in Section 1.1., Outside Users as defined in Section 1.2., and other such persons as the Board determines to be entitled to use the Recreation Amenities from time to time. The privileges of Users with respect to the Recreation Amenities shall be subject to the terms and conditions set forth herein.

**1.4. Issuance of Access Card.** All Users who desire to access the Venture Center, Swimming Pool or Fitness Center shall, on an annual basis, complete 1) either a “Property Owner/Resident Form” or an “Additional Authorized User Form”, in substantially the form attached hereto as **Exhibit A-1** and **Exhibit A-2** respectfully, as well as 2) the “Individual and Parent/Legal Guardian Waiver of Liability and Release Form” (“Release Form”), in substantially the form attached hereto as **Exhibit A-3**, for submission to the BCOB Manager or BCOB Recreation Director. All Users who complete the Property Owner/Resident Form as a resident of BCOB, as opposed to a property owner within BCOB, must also present a completed “Assignment of Recreational Rights Form,” in substantially the form attached hereto as **Exhibit A-4**. All Users listed as additional authorized users on the Property Owner/Resident Form shall complete an Additional Authorized User Form. The Release Form must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of any User under the age of 18. If any User is under the age of 12 for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be able to access the Venture Center, Swimming Pool or Fitness Center without supervision by a parent, legal guardian or responsible adult over the age of 16, and subject to the additional requirements set forth in Section 1.5. Upon adequate presentation of the Property Owner/Resident Form, Additional Authorized User Form, Release Form, Assignment of

Recreational Rights Form, as may be necessary, the BCOB Manager shall issue an Access Card to the User who is listed on the Property Owner/Resident Form on behalf of such User's entire household at a no cost per Access Card. Multiple Users residing within the same household may be entitled to access the Recreation Amenities with the same Access Card. Each household may be issued up to two (2) active Access Cards per household at no cost, each additional Access Cards is shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-6**. All minor's will be issued a youth card for each youth ages 12-17 that have a Release Form on file. In the absence of suspension or revocation of any User's privilege to use the Recreation Amenities, and upon the timely completion of the necessary forms as described in this Section 1.4, renewal of the Access Card shall be provided to all eligible Users on an annual basis. The Access Card shall be utilized by all eligible Users for access to the Venture Center, Swimming Pool and Fitness Center during permitted times. In the event of a lost Access Card, a User listed on the Property Owner/Resident Form shall be entitled to a new Access Card upon verification that the User, and all Additional Authorized Users, are in compliance with these Policies and Procedures. Lost cards will be deactivated by BCOB and a fee will be assessed to be issued a new Access Card, as shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-6**.

All Access Cards issued by BCOB Manager are the sole property of BCOB and may not legally be assigned, sold, loaned or otherwise transferred without the prior written authorization of the BCOB Manager. Any transfer without the BCOB Manager's approval shall be void and BCOB shall retain the right to suspend or revoke any User's privileges to the Recreation Amenities for such violation. If at any time a BCOB Resident or Property Owner moves outside of BCOB's boundaries or ceases to own property therein, such individual shall immediately notify BCOB Manager and any privileges to use the Recreation Amenities Pursuant to Section 1.1 shall immediately cease. Such person shall thereafter only be entitled to use the Recreation Amenities in accordance with the terms of Section 1.2 herein.

**1.5. Children.** No children under the age of twelve (12) may use the Recreational Facilities unless accompanied by a parent, legal guardian or other adult, or authorized minor over the age of 16, as authorized by the parent or guardian.

**1.8. Hours of Operation.** Hours of the Venture Center, Swimming Pool and Fitness Center are posted onsite or on BCOB website. All Parks and the Dog Park shall be open sunrise to sundown. The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Users may contact the BCOB Manager or BCOB Recreation Director for up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, BCOB, the BCOB Manager and the BCOB Recreation Director reserve 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, charges or taxes. Hours of all Recreation Amenities are subject to change without notice in the sole discretion of BCOB

**1.9. Recreation Amenities Rental.** BCOB may, from time to time and within its sole discretion, allow Users to reserve and/or rent the Recreation Amenities for private events. Without prior approval of BCOB, any rentals shall not have exclusive use to a Recreation Facility. Additional policies may be adopted by the Board concerning the terms and conditions of such reservations



and/or rentals, inclusive, without limitation, of permitted times of rentals and rental charges and deposits.

## Article II MISCELLANEOUS

**2.1. Lost Articles.** BCOB is not responsible for any lost or stolen articles within or surrounding the Recreation Amenities. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a lost-and-found for all lost articles designated in the Venture Center. All lost articles which are not claimed may be donated to a non-profit collection agency on a monthly basis by BCOB.

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

**2.3. Equipment.** All recreational items and equipment located on or around the Recreation Amenities are the property of BCOB and shall not be taken from the premises without prior written consent of the BCOB Manager or BCOB Recreation Director. Any violations may result in criminal prosecution by BCOB and/or the revocation of usage of any Access Card(s).

**2.4. Smoking, Drugs and Alcohol.** Smoking is not permitted within twenty-five (25) feet of the Recreation Amenities, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. The consumption of alcohol is permitted by adults over the age of 21 in the Venture Center during certain special events as noticed on or around the Recreation Amenities is permitted by adults over the age of 21 in the Venture Center during certain special events as noticed and described further in Exhibit D.

**2.5. Weapons.** With the exception of squirt guns, and unless otherwise authorized pursuant to § 18-12-214, C.R.S., no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or firearms.

**2.6. Food and Drink.** Food and non-alcoholic drinks are permitted in the Recreation Amenities, except for the limitation on food in the Fitness Center and Dog Park as set forth in Article 4 and Article 6 respectfully. Glass containers are absolutely prohibited in the Recreation Amenities. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

**2.7. Pets.** Pets are not allowed in the Venture Center, Swimming Pool or the Fitness Center, but are allowed in the Parks and Dog Park. All pets must be accompanied and must be on a leash in the Parks. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals in the Recreation Amenities.

Article III  
ENFORCEMENT

**3.1. Disorderly, Criminal or Offensive Conduct.** BCOB and its authorized representatives may request any User to cease conduct that:

1. Violates any part of the Policies and Procedures; or
2. Interferes with, or is abusive, toward any employee in the normal operation of the Recreation Amenities; or
3. Interferes with the use or enjoyment of the facilities by any User or User's guest, or is abusive to any such person; or
4. Is abusive or damaging toward any of the Recreation Amenities; or
5. Is criminal.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the BCOB Recreation Director or BCOB Manager is authorized to use 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 to use the Recreation Amenities without the necessity of any action of the Board, for a time period to be determined by the BCOB Manager or BCOB Recreation Director, but not to extend beyond the next regular meeting of the Board at which a quorum of Directors are present. All such removals shall be reported to the BCOB Manager. Disorderly, criminal or offensive conduct may also be reported to local law enforcement in the discretion of BCOB's authorized representative(s), the BCOB Manager or the BCOB Recreation Director, and criminal penalties, including fines and/or incarceration, may result.

**3.2. Violation of Recreation Amenities Policies.** If the BCOB Manager or BCOB Recreation Director, in their sole discretion, determines that any party has engaged in conduct contrary to these Policies and Procedures, disciplinary measures shall be administered by the BCOB Manager or BCOB Recreation Director as follows, without the necessity of any action of the Board:

- |                 |  |
|-----------------|--|
| First offense:  | Verbal warning issued by BCOB Manager or BCOB Recreation Director  |
| Second offense: | Written warning issued by BCOB Manager or BCOB Recreation Director kept in User's file   |
| Third offense:  | Written notice issued by BCOB Manager or BCOB Recreation Director, with copy to Board. User and all other Users associated with the same property address will be restricted from the Recreation Amenities for one calendar year |

The Board shall be notified of all disciplinary measures by the BCOB Manager and shall, in its discretion, have the ability to impose other disciplinary measures as it deems 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 BCOB Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the BCOB Manager or the Board.

**3.3. BCOB Discretion.** BCOB may, in its sole discretion, elect to enforce, modify, or waive any of the terms and conditions set forth in these Policies and Procedures at any time. Any such enforcement, modification or waiver shall not impact any future decision made by BCOB with regard to these Policies and Procedures.

BCOB Recreation Director  
[rec@brightoncrossings-connect.com](mailto:rec@brightoncrossings-connect.com)

Brighton Crossings Operations Board  
Manager  
[services@brightoncrossings-connect.com](mailto:services@brightoncrossings-connect.com)  
970-617-2462

**EXHIBIT A OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES  
FORMS**

**EXHIBIT A-1**  
**Property Owner/Resident Information Form**

**BRIGHTON CROSSINGS OPERATIONS BOARD  
PROPERTY OWNER/RESIDENT FORM**

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

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

Owner/Resident Last Name: \_\_\_\_\_ Owner/Resident First Name: \_\_\_\_\_

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

2<sup>nd</sup> Owner/Resident Last Name: \_\_\_\_\_ 2<sup>nd</sup> Owner/Resident First Name: \_\_\_\_\_

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

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

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

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

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**ADDITIONAL AUTHORIZED USERS**

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

Additional Authorized Users **Do NOT Include Guests**.  
Additional guest passes may be purchased at the Venture Center during operational business hours. Please refer to BCOB's Amenities Fee Schedule for additional information.

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

<b>Authorized User Name</b>	<b>Sex</b>	<b>Relationship</b>	<b>Birthdate</b>
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____

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

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[To be completed by BCOB office]

Type of Document Used to Confirm Ownership/Resident Status

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Additional Comments regarding Ownership/Resident Status

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**EXHIBIT A-2**  
**Additional Authorized User Form**



**BRIGHTON CROSSINGS OPERATIONS BOARD  
ADDITIONAL AUTHORIZED USER FORM**

All adult Additional Authorized Users must complete this form AND be listed on a Property Owner Form 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:** \_\_\_\_\_

2<sup>nd</sup> Person Last Name: \_\_\_\_\_ 2<sup>nd</sup> Person First Name: \_\_\_\_\_

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

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 BCOB Manager.

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

Address of Property Owner Authorizing Use:

\_\_\_\_\_  
**(In-BCOB Address)**

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

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

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

**EXHIBIT A-3**  
**Individual and Parent/Legal Guardian Waiver of Liability and Release Form**  
**(Waiver and Consent Form)**

**Individual and Parent/Legal Guardian Waiver of Liability and Release Form  
(Waiver and Consent Form)**

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in activities on/in/around a Brighton Crossings Operations Board (“BCOB”) recreational amenity including, but not limited to swimming facilities, fitness center, Venture Center, dog park and splash park (each a “Facility” and together the “Facilities”) must complete this Waiver of Liability and Release Form.

It is possible that you (or your child/ward) may be injured while participating in recreational activities including, but not limited to swimming, exercising, running and climbing (each a “Recreational Activity” and together the “Recreational Activities”) on/in/around the Facilities or other property owned by BCOB, either because of your (or your child/ward’s) own conduct, conduct of others, conduct of BCOB, or the condition of the Facilities. You (or your child/ward) may also be photographed using the Facilities and such photographs may be used by BCOB and/or Brookfield Residential (Colorado), LLC in promotional materials. BCOB wants to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities on/in/around Facilities owned by BCOB. It is required that you read this Waiver of Liability and Release Form very carefully and make sure you understand it. By signing below, you certify that, in advance of participation in the Recreational Activity identified herein, you have received any and all information that you deem necessary or important in making an informed choice regarding your own or your child/ward’s participation in such Recreational Activity.

You recognize and acknowledge that participation in Recreational Activities, on/in/around Facilities owned or operated by BCOB involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect or animal bites and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facility or any equipment used thereon. Further, by signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown.

You further acknowledge that you are legally responsible for your actions, your child/ward’s actions (if applicable), and your guests’ actions (if applicable), including, but not limited to, any damage to private or public property and/or personal injury.

You agree to indemnify and hold BCOB, its officers, employees, agents, consultants and representatives (including Brookfield Residential (Colorado), LLC), harmless from any claim, liability, damage, loss or injury (including death) which may result from your participation, your child/ward’s participation, or your guests’ participation in any Recreational Activity on/in/around Facilities owned by BCOB. This release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of BCOB. You further agree to release, waive and discharge, and covenant not to sue BCOB, its officers, employees, agents, consultants representatives, and contractors (including Brookfield Residential (Colorado), LLC) for any and all claims, demands or causes of actions whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your child/ward as a direct or indirect result of your participation (or your child/ward’s) in any Recreational Activity on property owned or operated by BCOB. This release of liability and indemnity applies to you, the undersigned, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.

**You agree that you have received sufficient information regarding the Recreational Activities to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.**

User Name	Date of Birth	Signature of User/Parent/Guardian

User Address	City, State, Zip Code	Telephone number

**EXHIBIT A-4**  
**Assignment of Recreational Rights**

**ASSIGNMENT OF RECREATIONAL RIGHTS**

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

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

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

I, on behalf of all owners of the above referenced property, hereby temporarily assign any right to receive an Access Card to the Venture Center, Swimming Pool and Fitness Center within the Brighton Crossings Operations Board to \_\_\_\_\_(name of assignee), through \_\_\_\_\_(termination date).

This Assignment may be revoked at any time, in the sole discretion of the owner, upon written notice to BCOB.

\_\_\_\_\_  
**Signature of Owner**

**EXHIBIT A-5**  
**Rental Request Form**

**BRIGHTON CROSSINGS OPERATIONS BOARD**  
**RENTAL REQUEST FORM**  
[rec@brightoncrossings-connect.com](mailto:rec@brightoncrossings-connect.com)

Today's Date \_\_\_\_\_ Date of Function \_\_\_\_\_

Name \_\_\_\_\_

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

Email Address \_\_\_\_\_

Address \_\_\_\_\_

**Rates listed are per hour (min. 2 hours) and apply to a Resident in Good Standing.**

- |  |  |
|--|--|
| _____ <b>Venture Center Party Room</b><br>\$40/hour<br>Total \$ _____                | Refundable damage deposit \$500<br>Max number of people 75   |
| _____ <b>Alcohol Fee</b><br>\$25/hr<br>Total \$ _____                                | Additional fee if alcohol is being served in Venture Center Party room   |
| _____ <b>Venture Center Kids Room</b><br>\$25/hr<br>Total \$ _____                   | Refundable damage deposit \$100<br>Max number of people 25   |
| _____ <b>Exclusive Pool Parties</b><br>\$25 per guard/hour<br>Total \$ _____         | Refundable damage deposit \$100<br>2 week advance notice is required<br>1 guard for every 20 people is required<br>Available only 8-9pm in concurrence with rental of the Venture Center Party Room or Kids Room |
| _____ <b>Pool Parties</b><br>\$25 per guard/hour<br>Total \$ _____                   | Refundable damage deposit \$100<br>2 week advance notice is required<br>1 guard for every 20 people is required  |
| _____ <b>Venture Center Lawn/Patio</b><br>\$15 per hour<br>Total \$ _____            | Refundable damage deposit \$100<br>Lawn available only in concurrence with rental of the Venture Center Party Room or Kids Room.   |
| _____ <b>Fitness Center Patio &amp; Grill</b><br>\$15 per hour<br>Total \$ _____     | Refundable damage deposit \$100  |
| _____ <b>Revel Park Pavilion (Thistle Park)</b><br>\$15 per hour<br>Total \$ _____   | Refundable damage deposit \$100  |
| _____ <b>Rally Park Pavilion (Cherry Blossom)</b><br>\$15 per hour<br>Total \$ _____ | Refundable damage deposit \$100  |

Grand Total \$ \_\_\_\_\_ Type of Function: \_\_\_\_\_

# Guests: \_\_\_\_\_ Start/End Time of Function: \_\_\_\_\_

Your rental time must include the time you need for set up and clean up. We do not rent the Venture Center on these National Holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Day. We do not rent the pool on Memorial Day, 4th of July, Labor Day.



**EXHIBIT A-6**  
**Recreation Amenities Fee Schedule**

User Fees	
Group Exercise Classes	\$ 5.00
Access Cards (two provided for free) - Additional/Lost/Stolen	\$15.00

\*Access Cards applies to Annual Pass holders as well

Outside User Fees	Youth Guest (5-17 yrs old)	Adult Guest (18-59 yrs old)	Senior Guest (60+)
Guest Pass (Daily Fee )   Venture Center & Water Park Access Only	\$ 10.00	\$ 20.00	\$ 10.00
15 Visit Pass   Venture Center & Water Park Access Only	\$ 90.00	\$ 150.00	\$ 90.00
Annual Pass   All Brighton Crossings Amenities	\$ 450.00	\$ 550.00	\$ 450.00
Group Exercise Classes	\$ 5.00	\$ 5.00	\$ 5.00

Rental Fees	Hourly Rental Rate	Additional Fees	Deposit
Venture Center Party Room (two hour rental minimum)	\$ 40.00	Alcohol Fee (\$25/hr to cover security)	\$ 500.00
Venture Center Kids Room (two hour rental minimum)	\$ 25.00		\$ 100.00
Exclusive Pool Party (8pm-9pm) *only allowed w/rental of Venture Center Party Room or Kids Room	N/A	\$25/per guard required 1 guard required for every 20 people	\$ 100.00
Pool Party Permit	N/A	\$25/per guard required 1 guard required for every 20 people	\$ 100.00
Venture Center Lawn/Patio *Lawn only allowed w/rental of Venture Center Party Room or Kids Room	\$15		\$ 100.00
Fitness Center Patio & Grill	\$15		\$ 100.00
Revel Park Pavilion (Thistle Park)	\$15		\$ 100.00
Rally Park Pavilion (Cherry Blossom)	\$15		\$ 100.00
Fitness Center Sports Field	N/A	\$200 per month	\$250.00

**EXHIBIT B OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES**

**SWIMMING POOL and VENTURE CENTER**

Article I  
SWIMMING POOL

- 1.1. Picture ID Required.** All Users over the age of 16 shall be required to have a picture ID available at all times in the Swimming Pool in order to allow lifeguards to verify eligibility as a User.
- 1.2. Hours of Operation.** Hours of the Swimming Pool are posted onsite or on BCOB’s website.
- 1.3. Swimming Pool Rules.** Swimming Pool rules are posted in the swimming area and may be obtained directly from the BCOB Recreation Director.
- 1.4. Lifeguards.** Lifeguards will be attending the Swimming Pool area during normal hours of operation. The absence of at least two (2) lifeguards at the Swimming Pool shall result in the closure of the Swimming Pool. Notwithstanding the presence of lifeguards at the Swimming Pool, or lack thereof, Users shall utilize the Swimming Pool at their sole risk.
- 1.5. Flotation Devices.** No swimmers dependent upon any flotation device shall be permitted in the Swimming Pool unless accompanied (in the water) and directly supervised by a responsible adult over the age of 16. All persons may be asked to demonstrate their swimming ability. “Direct supervision” (within arm’s reach) as used herein shall mean that the parent, legal guardian or other adult is in the water with swimmers requiring such supervision, or within the Swimming Pool fence, not more than ten (10) feet from the water and facing the direction of the swimming facilities. All individuals that will be in water greater than chest deep may be subject to a swim test.
- 1.6. Children.** No User under the age of 12 shall use the Swimming Pool unless accompanied by a parent, legal guardian or other adult over the age of 18, as listed on the Property Owner/Resident Information Form; or a minor aged sixteen (16) or older, as authorized on the Minor Release Form. Any User between the ages of 12 and 18, who may independently access the Swimming Pool without a parent or legal guardian as set forth in this Section 1.5, shall pass a swim test to the sole satisfaction of the BCOB Recreation Director or assigned staff prior to any such access. If any User is between the ages of twelve (12) and eighteen (18) years for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be permitted to use the Swimming Pool without supervision by a parent or legal guardian unless such parent or legal guardian has submitted a Minor Release Form, in substantially the form attached hereto as **Exhibit B-1** for such year in question. All individuals who are not yet potty-trained or are otherwise unable to control their bladder shall wear swim diapers or swimsuits with built in swim diapers when utilizing the Swimming Pool.

**1.7. Pool and Water Toys.** The only play balls allowed in the Swimming Pool shall be Nerf™ type balls and inflatable plastic beach balls. Tennis balls, golf balls, footballs, basketballs, etc. will not be allowed. Diving toys and reasonably sized floatation devices shall be allowed. All use of pool toys and other equipment is subject to the sole discretion of the lifeguards on duty.

**1.8. Equipment.** Proper and appropriate attire should be worn by all Users and their guests when utilizing the Swimming Pool.

**1.9. Smoking, Drugs and Alcohol.** Smoking and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. The consumption of alcohol on or around the swimming pool is prohibited.

**1.10. Application for Pool Party Permit.** Users who wish to bring more than the allowable number of guests to the Swimming Pool at a given time, as defined in Section 1.6 above, may apply for a Pool Party Permit. A completed Rental Request Form (**Exhibit A-5**), Applicant Waiver of Liability and Release Form (**Exhibit B-2**), Deposit Check, and Lifeguard Fee must be submitted to BCOB no later than 14 days prior to the requested event date in order to constitute a complete Application for a Pool Party Permit. All Users and their guests must obey all Pool Rules and all instructions from BCOB staff, managers, and lifeguards at all times. Permits will be issued on a first-come, first-served basis, subject to the BCOB Manager's discretion, staffing availability, and anticipated facility capacity.

## Article II VENTURE CENTER

**1.1. Use of the Venture Center.** Subject to the limitations outlined in Article 1.2, the Venture Center shall be available to all Users upon payment of the appropriate rental fee and deposit, which shall be fixed by BCOB's Board of Directors in its discretion based upon the type of event for which rental of the Venture Center is desired, the number of persons anticipated to be in attendance and other attendant factors. BCOB's Board of Directors may, in its discretion, decline rental of the Venture Center for any event that BCOB's Board of Directors deems to jeopardize the safety, health or welfare of the public. A current form of agreement for Venture Center reservations is attached here as **Exhibit B-3**.

**1.1.1. Use of Lawn.** The lawn adjoining the Venture Center may only be used in conjunction with rental of the Venture Center. Users desiring to use the lawn must specify this desire on the Rental Request Form (**Exhibit A-5**). Use of tents, bounce houses and other such amenities must be specified in the Application for Facility Use and approved by BCOB's Board of Directors. Setup of any such amenities on the lawn shall not occur unless and until BCOB's landscape crew has marked the utility lines in the area.

**1.2. Limitations on the Ongoing Use of the Venture Center.** Except as otherwise stated herein, Users shall be prohibited from renting the Venture Center on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing Venture Center usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the BCOB Manager, but shall include an analysis of whether such use is proposed for greater than a 24 hour period in any given week or for multiple regularly scheduled

usage on a weekly or monthly basis. In an attempt to further use of the Venture Center on a non-discriminatory and neutral basis and not aid one religion/political party, or prefer one religion or political party over another or provide any public funding for the same, the Venture Center shall not be permitted for any religious or political usage.

**1.3. Exceptions to Ongoing Use Limitations.** Notwithstanding the limitations provided in Article 1.2, the Venture Center may be utilized for the ongoing purposes of monthly, or more frequent, BCOB and Districts meetings or sub-association meetings, or use otherwise deemed necessary by the BCOB manager for conducting business of the BCOB or District(s).

**1.4. Capacity of Venture Center.** City of Brighton fire codes mandate that legal capacity of the Venture Center be limited to 277 persons. No rentals of the facility shall be allowed for greater than 277 persons in attendance.

**1.5. BCOB Representatives.** The BCOB's Board of Directors may, in its discretion, condition rental of the Venture Center upon the requirement that one or more BCOB representatives be in attendance for the event for which the facility is rented. In all such cases, the persons renting the Venture Center shall be responsible for any costs associated with attendance by the BCOB representatives.

**1.6. Rental Rates.** The rental rates and Security Deposit for the Venture Center amenities available for rent will be established by the BCOB from time to time in its sole discretion. The security deposit will be fully refundable in accordance with the terms set forth in the form of agreement for Venture Center reservations.

**1.7. Categories of Venture Center Users.** Usage shall not be denied to an applicant based on race, religion, creed, gender, or philosophy.

**1.7.1. Fees.** Fees shall be charged in accordance with the schedule provided on the Recreation Amenities Fee Schedule found in Exhibit A-6. The BCOB also reserves the right to require a deposit (the "**Application Deposit**") from the user prior to granting approval to use BCOB facilities. The Application Deposit may be retained in whole or in part to pay for BCOB costs for clean-up, repair or replacement of damaged property or equipment, or other BCOB expenses directly resulting from applicant's use of BCOB facilities.

**1.8 Application for Permit.** A completed Rental Request Form (**Exhibit A-5**), Venture Center Rental Agreement (**Exhibit B-3**), completed Applicant Waiver of Liability and Release Form, Deposit, Usage Fee, and the full Security Fee (if applicable) must be submitted to the District to constitute a complete Application for a permit to use the Venture Center. The blank Applicant Waiver of Liability and Release Form is attached hereto as **Exhibit B-2**. The complete application, including the Deposit, Usage Fee, and the full Security Fee (if applicable) must be received by the District at least thirty (30) days prior to the reservation date.

**1.9 Additional Conditions of Use.** The following policies and procedures will apply to the application for a permit to use the Venture Center:

**1.9.1.** The resident making the reservation (the “**Renting Resident**”) must be present at the event at all times. The Renting Resident’s account must be current and in good standing with BCOB.

**1.9.2.** All reservations will be subject to time limitations and use limitations. All attendees must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the security deposit.

**1.9.3.** Permits for organized use will only be issued to the Renting Resident. The Renting Resident must be 18 years of age or older. Permits may only be used by the party to whom they are issued. Permits are non-transferable.

**1.9.4.** Permits must be available to present for inspection during all use times.

**1.9.5.** BCOB reserves the right to cancel an event if it is deemed that the conditions are poor or the activity will cause damage. In the event that an activity is cancelled prior to commencing, the security deposit and Venture Center use fee will be reimbursed.

**1.9.6.** All refuse must be collected and placed in trash receptacles before the event ends.

**1.9.7.** Reservations and permit may limit use to a particular area of the Venture Center.

**1.9.8.** The activity may not unreasonably interfere with or detract from the general public’s enjoyment of surrounding areas.

**1.9.9.** The proposed activity may not incite violence, crime, or disorderly conduct.

**1.9.10.** Reservations must be cancelled 14 days prior to the date of the event to receive a full refund of the use fee and deposit.

**1.10.** Alcoholic Beverages. Alcoholic beverages may be served as long as the Renting Resident abides by the following conditions: **(IF ALCOHOL IS TO BE PRESENT, THE RENTING RESIDENT IS REQUIRED TO HAVE OFF-DUTY POLICE OFFICER(S) OR SECURITY.)**

**1.10.1.** No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

**1.10.2.** No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.

**1.10.3.** It is acknowledged that BCOB does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The Renting Resident shall be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Venture Center.

**1.10.4.** If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Venture Center premises, the Renting Resident shall take action to have such beverages removed from the premises. If necessary, the Renting Resident will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Renting Resident will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.

**1.10.5.** If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Venture Center premises, the Renting Resident will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

**1.10.6.** The Renting Resident agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Renting Resident agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

**1.10.7.** The Renting Resident shall indemnify and hold harmless BCOB for any claims, actions, or suits brought by third-parties against BCOB for any damages caused as a result of Renting Resident's failure to comply with the provisions of this Agreement.

**1.10.8. Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel are required, the Renting Resident will be responsible for all costs related thereto. Security personnel must be approved by BCOB staff. *In the event this provision is violated by the Renting Resident, the Renting Resident shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Venture Center rental privileges for twelve (12) months.*

**EXHIBIT B-1**  
**Minor Release Form**

**BRIGHTON CROSSINGS OPERATIONS BOARD  
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 12 and 17: **(Please note each child under 18 years of age will need to pass a swim test before he/she will be allowed to swim unaccompanied.**

<b>Name</b> (Please Print)	<b>Age</b>	<b>Birthdate</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

As the parent or legal guardian of the above-listed minor(s), I hereby authorize their use of the Swimming Pool of the Brighton Crossings Operations Board without my presence and without the presence of another parent or legal guardian.

I further authorize/do not authorize minor(s) over the age of 16 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  No      Name(s) of minor(s) authorized to supervise: \_\_\_\_\_

In making such authorizations, I acknowledge and agree that any activities engaged in at the Swimming Pool by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. Brighton Crossings Operations Board ("**BCOB**") 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 BCOB's 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 Swimming Pool may be revoked at any time by the BCOB Manager in the event that said minor disregards or otherwise violates any BCOB rules, regulations, or policies, or otherwise engages in conduct inappropriate for use of the Swimming Pool.

By: \_\_\_\_\_ (Signature of Parent of Legal Guardian)

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

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



**EXHIBIT B-2**  
**Applicant Waiver of Liability and Release Form**

## Applicant Waiver of Liability and Release Form

IN CONSIDERATION of being permitted to enter onto a recreational amenity located on property owned or maintained by the Brighton Crossings Operations Board (“BCOB”) including, but not limited to the swimming pool facility (each a “Facility” and together the “Facilities”) for purpose as further defined by the Pool Party Permit Application (the “Permit”) to which this Waiver of Liability and Release Form is attached, you hereby agree as follows:

1. You are authorized to make this application on behalf of the party, group, or organization you represent (the “Group”).
2. It is possible that you, members of the Group, your guest(s), invitee(s), licensee(s), and/or attendee(s) (your “attendees”) may be injured while participating in recreational activities at the Facilities, as described in the Permit (the “Activities”), either because of your or your attendees’ conduct, conduct of others, BCOB’s conduct, or the condition of the Facilities. You expressly acknowledge and agree that the Activities at the Facility are dangerous and involve risk of serious injury, death and/or property damage. Such loss and injury may include bodily injury, permanent disability or death, damage to personal property (including vehicles) and severe social and economic losses. By signing below, you certify that you understand that these are some, but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you shall assume all such risks and dangers, whether or not described here, known or unknown.
3. Upon entering the Facility, as described in the Permit, you will continuously thereafter inspect the Facility, and your continued use of the Facility shall constitute an acknowledgment that you have inspected the Facility and find and accept it as being safe and reasonably suited for the purposes of use. You further agree and warrant that, if at any time the Facility is deemed unsafe, you will notify BCOB officials and terminate use of the Facility.
4. You, on behalf of yourself and the Group, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BCOB, its officers, officials, employees, agents, consultants and representatives for any and all claims, demands or causes of action whatsoever arising out of any claim, liability, damage, loss or injury (including death) incurred on or to you or your attendees as a direct or indirect result of your or the Group’s use of the Facility for any purpose.
5. You, on behalf of yourself and the Group, AGREE TO RELEASE, FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND BCOB and its officers, directors, agents, employees, contractors, and subcontractors from all liability, damage or cost, including reasonable attorneys’ fees, which may have accrued due to the use, activities or presence of the Group, including liability for any of your attendees and any claim asserted by you, your family, your attendees, the Group or its employees, or third-parties in conjunction with or arising in any way out of the use, operation or maintenance of the Facility.
6. You, on behalf of yourself and the Group, ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the Group. You accept full responsibility for all attendees, agree to supervise your attendees and be financially responsible for any damage caused by you or your attendees, without limitation. You further acknowledge that you are legally responsible for your actions, the Group’s actions and your attendees’ actions, including, but not limited to, damage to private or public property and/or personal injury.
7. IN THE EVENT THAT YOU SERVE OR SUPPLY INTOXICATING BEVERAGES BY WHATEVER MEANS AT THE FACILITY, YOU SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM WILL APPLY THERETO IN EVERY RESPECT. YOU HAVE ACKNOWLEDGED AND AGREED THAT YOU WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS WAIVER OF LIABILITY AND RELEASE FORM, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE BCOB FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON BCOB PROPERTY.
8. You expressly agree that the foregoing release, and indemnifying agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

**You agree that you have sufficient information regarding use of the Facility to assess the potential degree of risk involved and the extent of possible injury, understand the Activities and potential risks, have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release Form.**

Applicant Name	Signature of Applicant	Date
Applicant Address	City, State, Zip Code	Telephone number

## **Venture Center Room Rental Agreement**

**VENTURE CENTER ROOM RENTAL AGREEMENT**

**BRIGHTON CROSSINGS OPERATIONS BOARD**

This Venture Center Rental Agreement (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between BRIGHTON CROSSINGS OPERATIONS BOARD, a contractual authority and political subdivision of the State of Colorado (the “**Authority**”) and \_\_\_\_\_ (the “**User**”), an individual residing in the County of Adams, State of Colorado, at:

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**RECITALS**

WHEREAS, the Authority is the owner and/or operator of a community center (the “**Venture Center**”) serving the residents of the Authority, in Arapahoe County, Colorado, which is subject to the Policies and Procedures Governing the Brighton Crossings Recreation Amenities, adopted June 11, 2019, and as subsequently amended (the “**Policies and Procedures**”); and

WHEREAS, the User desires to reserve the Venture Center  Party Room /  Kids Room (the “**Room**”) and use the same for a private event (the “**Event**”) for \_\_\_\_\_ people, to be held by the User from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. on the \_\_\_\_ day(s) of \_\_\_\_\_, 20\_\_ (the “**Rental Period**”); this time frame will include set-up and take-down of Event; and

WHEREAS, the User desires to use the lawn adjoining the Venture Center during the Event in the following ways: \_\_\_\_\_; and

WHEREAS, the User is in good standing with the Authority and is not currently overdue on any taxes, rates, fees, tolls, or other charges owing and due to the Authority; and

WHEREAS, the Authority desires to allow the User to reserve the Venture Center for the Rental Period, for purposes of staging the Event, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the receipt and sufficiency of which are hereby acknowledged, the Authority and the User hereby agree as follows:

**COVENANTS AND AGREEMENTS**

1. Availability. Authority-sponsored programs and activities have priority of use of Authority facilities; therefore consecutive nightly, weekly or monthly usage may not be available. The User represents that the event is a private function, by invitation only, and is not open to members of the general public. It is also acknowledged that the User's right to use the Venture Center for this event is subject to: (a.) The Authority's Rules and Regulations, (b.) being in good standing with the Authority at the time this Agreement is signed, and at the time of the event, and (c.) prior reservations. The User must be at least 18 years of age to reserve a facility or 21 years of age if alcohol will be present.

2. Eligibility. Only persons who are permitted to use the Recreation Amenities under the Policies and Procedures, are current on any fees or assessments owing under the Policies and Procedures, and in compliance with all requirements set forth in the Policies and Procedures ("Permittees") are eligible to execute this Agreement. Execution of this Agreement by a person other than a Permittee shall be of no force or effect.

3. Reservations. Reservations will not be considered final until approval is granted and the complete Rental Request Form, completed Agreement, completed Applicant Waiver of Liability and Release Form, and appropriate fee(s) and deposit(s) have been received. Rentals are approved on a first come first served basis. It is not guaranteed that a requested date will be available.

4. Security. Security personnel is required for all rentals if alcohol will be present. If security personnel is required, the Authority will obtain a contract for the services with a security provider, and User will be responsible for all costs related thereto.

5. Use of Venture Center. The User shall have exclusive use of the Room during the Rental Period, for the sole purpose of staging the Event as described in the Application for Facility Use. Such use shall be subject to the terms and conditions set forth herein. Only the Room and Lawn are reserved under this Agreement. The other areas of the Venture Center are not reserved under this agreement, and may be used by Authority Residents on a first come first served basis. Use of the Lawn must be approved by the Authority's Board of Directors, including the use of any tents, bounce houses or other such amenities.

6. Fee. At the time of execution of this agreement, the User shall pay, by credit card, a rental fee to the Authority for use of the Room (the "**Rental Fee**"). A schedule to determine the Rental Fee is set forth on the Recreation Amenities Fee Schedule of The Policies and Procedures Governing the Brighton Crossings Recreation Amenities (Exhibit A-6).

7. Set Up/Cleaning. All set up, take down, and clean-up is the responsibility of the User. Set up of any tents, bounce houses or other such amenities shall not occur unless and until the Authority's landscape crew has marked the utility lines on the Lawn. Upon conclusion of the event, the Room and Venture Center will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, mopping hard floors, and cleaning the kitchen, and refrigerator will be performed, as needed, by the User. The User will also be responsible for cleanup of the exterior grounds if needed.

8. Condition of Facilities. Prior to the start of the Event, User shall perform an inspection of the Venture Center and report any issues with the condition of the Venture Center on the Inspection Report Form, which shall constitute the “**Pre-Event Report**” and shall be attached hereto as **Exhibit 1** and incorporated herein. The User is responsible to report any existing damage of the facility to Authority staff before the event begins. Failure to report any and all damage or issues with the condition of the Venture Center in the Inspection Report, if any, shall be deemed full agreement and acceptance by the User of the condition of the Venture Center as of the Event and responsibility for all existing damage. The User agrees to complete the checklist given at the time of reservation. As soon as reasonable after the event, an Authority representative will perform an inspection of the Venture Center. The Authority shall be entitled to take such actions as required to restore the Venture Center to its condition immediately preceding the event, and the User shall be responsible for all costs and expenses incurred by the Authority related to such actions.

9. Damage/Security Deposit. At the time of execution of this agreement, the User shall deliver to the Authority a payment in the amount of five hundred dollars (\$500.00) if renting the Party Room or one hundred dollars (\$100.00) if renting the Kids Room, by credit card (the “**Deposit**”), to be held as security for the clean and orderly return of the Venture Center following the Event. Prior to the end of the Rental Period, User shall clean and perform an inspection of the Venture Center, and complete the Cleaning/Inspection Checklist. The User agrees that if, in the sole judgment of Authority staff, the Authority must incur costs to restore the Venture Center or any of the Authority’s facilities to its/their pre-event condition, the Authority shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the User agrees to pay for any and all additional costs. The User further agrees that the Authority may invoice the User for any charges in excess of the Deposit. The User agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the User to the Authority and shall constitute a perpetual statutory lien against the real property owned by the User (or the Owner as set forth on the signature page) pursuant to § 32-1- 1001(1)(j), C.R.S. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Authority. The Authority shall refund the Deposit, or any remaining amount thereof, within thirty (30) days from the first business day immediately following the event, to the User. If part of the Deposit is used, then as soon as is reasonably convenient after the Rental Period, the Authority shall issue a check and receipt to the User for such portion of the Deposit, if any, as remains after the Authority has taken any necessary actions in accordance with Sections 5-7 hereof.

10. Alcoholic Beverages. Alcoholic beverages may be served as long as the User abides by the following conditions: (IF ALCOHOL IS TO BE PRESENT, THE USER IS REQUIRED TO HAVE SECURITY ON SITE.) Security will be booked and secured by the facility operator.

a. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the consumption of alcoholic beverages.

b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under twenty-one (21) years old or to any intoxicated person.

c. It is acknowledged that the Authority does not hold or maintain a liquor license, and permission to serve alcoholic beverages does not constitute a liquor license. The User shall be solely responsible for compliance with the liquor laws of the State of Colorado. **No alcoholic beverages will be served or consumed outside of the Venture Center.**

d. If any persons under the age of twenty-one (21) years old attending the event, whether invited or uninvited, bring alcoholic beverages onto the Venture Center premises, the User shall take action to have such beverages removed from the premises. If necessary, the User will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under twenty-one (21) years old, the User will assure that there is at least one adult chaperone present at all times for every ten (10) persons under twenty-one (21) years old.

e. If any adult (persons twenty-one (21) years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the Venture Center premises, the User will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

f. The User agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The User agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.

g. The User shall indemnify and hold harmless the Authority and its agents for any claims, actions, or suits brought by third-parties against the Authority and its agents for any damages caused as a result of User failure to comply with the provisions of this Agreement.

h. Security personnel are required for all rentals during which alcohol will be present. No exceptions will be granted. If security personnel are required, the undersigned will be responsible for all costs related thereto. Security personnel must be reserved by Authority staff. **In the event this provision is violated by the User, the User shall automatically be assessed a minimum of \$250 penalty and shall be suspended from all Venture Center rental privileges for twelve (12) months.**

11. Smoking. The User acknowledges that the Venture Center and Pool areas are NON-SMOKING facilities. No smoking is allowed anywhere within the Venture Center and the fenced areas of the Pool, or within twenty-five (25) feet of the Venture Center, Pool or play area at any time. **The User agrees that violation of the non-smoking provision will be sufficient reason for assessment of an additional \$100.00 fine.**

12. Rules and Use Restrictions. The User agrees to use the Venture Center in accordance with the following rules. The express statement of any rule below shall in no way diminish the rights of the Authority or the duties of the User as set forth in the remainder of this Agreement.

a. The User is responsible for confirming that all Venture Center doors are secure and locked prior to leaving the Event, and for arranging for such cleanup and repairs as are necessary to restore the Venture Center to its condition immediately preceding the Event. The Venture Center area shall be locked and secured no later than the end of the Rental Period

- b. No tape, staples, nails or screws are allowed to be fastened to any Authority facility at any time.
- c. No helium balloons are permitted.
- d. Set up of any tents, bounce houses or other such amenities shall not occur unless and until the Authority's landscape crew has marked the utility lines in the relevant adjoining grassy area.
- e. Children's parties must have parent/adult supervision. For the purposes of this Agreement, the term "children" applies to all persons under eighteen (18) years of age
- f. Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- g. No weapons or fireworks of any type are allowed in the Venture Center or the immediately surrounding area.
- h. Upon sufficient cause and in the interest of the safety of the public, the Authority, its authorized representatives (including private security) and the Aurora Police department shall have authority to close the Venture Center to public and private activities.
- i. City of Aurora fire codes mandate the legal capacity of the Venture Center. Doors may not be blocked; a clear five-foot width pathway to insure safe exit must be maintained. Throwing of rice, birdseed or confetti is not permitted. Special permission may be granted on a case-by-case basis.
- j. The User agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to, those governing the serving and/or consumption of alcohol, parking, open container, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

13. Parking. The User acknowledges that parking is available only on a first come, first served basis. Function guests may not park in area designated as no parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

14. Vendors and Suppliers. All Users will furnish their own equipment and material unless specifically designated on the application. Subject to prior agreement being made with Authority staff, the User agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. **If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of teardown will be assessed, and the User will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant**

15. Loss. The Authority is not responsible for lost or stolen articles.



16. Exceptions. Any exceptions to the provisions set forth in this Agreement will be considered by the Authority on an "as requested" basis and such requests shall be submitted in writing.

17. Breach of Agreement/Fines. The User agrees that violation of any of the above provisions or the Authority's Rules and Regulations may result in fines of up to \$250.00 per violation, forfeiture of the Deposit, and additional fees/fines, being billed to the User, at the discretion of the Board or Authority staff. Further, any such violation may preclude the User from using Authority facilities in the future, in the discretion of the Board or Authority staff. The Authority shall have all rights available under law and the Authority's governing documents for enforcement of the provisions of this paragraph.

18. Penalty for Exceeding Rental Period. The User shall have use of the Venture Center for the time period not to exceed the Rental Period (on first page) for the sole purpose of staging the Event, and such use shall be exclusive of all other User or guests thereof, during said period.

**FAILURE OF THE USER TO COMPLY WITH THE TERMS OF THIS ARTICLE 8 SHALL RESULT IN A PENALTY OF THREE HUNDRED DOLLARS (\$300.00) (the "Penalty").**

Notwithstanding any term or provision set forth herein, in no circumstance shall the Event extend beyond the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The User shall ensure that the Event is over and all Event attendees have left the Venture Center area prior to the earlier of the end of the Rental Period, or the hour of 12:00 a.m. on the day immediately following the start of the Rental Period. The Authority may collect the Penalty by any legally available means, including but not limited to deducting the amount of the Penalty from the Deposit. The Penalty shall become due on the day of the Event and the User agrees to pay the Penalty within thirty (30) days of the day of the Event. If the Penalty or any portion thereof is not paid within thirty (30) days of the day of the Event, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the Event and all such amounts shall be added thereto. Such unpaid amounts shall become part of the charges due by the User to the Authority and shall constitute a lien against the real property of the User existing within the boundaries of the Authority.

19. Disorderly or Offensive Conduct. During the course of the Event, the Authority and its authorized representatives may request the User or guest(s) of the User to cease conduct that:

- a. Violates any of the terms or conditions contained herein; or
- b. Interferes with, or is abusive, toward any employee in the normal operation of the Venture Center; or
- c. Interferes with the use or enjoyment of the facilities by the User, guest of the User, or Permittee, or is abusive to any such person; or
- d. Is abusive or damaging toward the Venture Center or any other Authority facility.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the Authority, acting by or through its Manager or other authorized agent, is authorized to use all reasonable means deemed necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Venture Center and barred from further privileges to use the Venture Center during the course of the Event, without the necessity of any action of the Authority's Boards of Directors. All such removals shall be reported to the Authority Manager. In the event that the offending party is the User, the Authority, acting by or through its Manager or other authorized agent, shall be authorized to take all reasonable actions necessary, including but not limited to removal of the User and all the guests from the Venture Center, and termination of the Event, without regard to how much time remains in the Rental Period. In such a circumstance, the User shall forfeit the entirety of the Deposit.

20. Termination.

a. Termination by the Authority. More than twenty-one (21) days prior to the day of the Event, the Authority may terminate this Agreement for any reason by written notice to the User. The Authority may terminate this Agreement within twenty-one (21) days prior to the day of the Event by written notice to the User if the Authority, in its sole reasonable discretion, determines that use of the Venture Center for the Event will adversely affect the public health, safety or welfare. Upon termination of this agreement in accordance with the terms of this Section 6.a., the Authority shall refund the full Deposit and the full Rental Fee to the User.

b. Termination by the User. More than fourteen (14) days prior to the Rental Period, the User may terminate this Agreement for any reason by written notice to the Authority and upon such termination shall be entitled to a full refund of the Deposit and the Rental Fee. Within fourteen (14) days of the day of the Event, the User may terminate this Agreement by written notice to the Authority. Upon termination by the User within fourteen (14) days of the day of the Event, the User shall be entitled to no refund of the Rental Fee, but shall be entitled to a full refund of the Deposit. Upon forfeiture of the Rental Fee, the User shall thereafter be obligated for no additional expenses related to the Venture Center under this Agreement.

c. If any payment tendered by User under this Agreement is returned and or otherwise refused by any financial institution, all associated charges incurred by the Authority shall be billed to Users account, and such amounts shall become part of the charges due by the User to the Authority and shall constitute a lien against real property of the User existing within the boundaries of the Authority.

21. Indemnification.

a. The Authority shall not be liable for any claims or demands of any kind arising out of the User's use or occupancy of the Venture Center and/or use of the adjoining grassy areas, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the User or any of the User's guests, invitees, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the User's use of the Venture Center and/or Lawn for the purpose of conducting the Event during the Rental Period.

b. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event upon or within the Venture Center and/or Lawn or while the User, or User's guests, invitees, employees, agents and/or contractors are in route to or from the Venture Center, before, during and after the Event, and the User, on behalf of himself and all heirs and assigns, has released and does hereby release the Authority, its employees, officers, successors and assigns from and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Venture Center and/or Lawn by the User for the Event.

c. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the consumption or serving of alcoholic beverages at or near the Venture Center during and after the Event.

d. The User has agreed and by these presents does agree to indemnify and forever hold the Authority, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the Authority's exercise of its right of termination in accordance with Section 6.a hereof, including but not limited to, damages suffered or expenses incurred by the User in expectation of or reliance on the reservation of the Venture Center and/or Lawn in accordance with the terms set forth herein.

21. Severability. In case any provision contained in this Agreement is, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

22. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Authority and, in particular, governmental immunity afforded or available to the Authority pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part I of the Colorado Revised Statutes.

23. Counterpart Execution. This Addendum may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document and upon receipt shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

24. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments.

a. The User and all of the Users guests shall refrain from behavior that impairs the use and enjoyment of the Venture Center and/or adjoining grassy areas by any User.

b. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

c. As used herein, the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

User has read and fully understands and has voluntarily signed this Agreement. User understands that this is a legal document and has had the opportunity to consult legal counsel or by signing below waives the right to do so. User shall be considered the legally responsible party for compliance with all rules and regulations of the Authority. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the Authority may result in the forfeiture of the Deposit and the User ability to rent facilities in the future.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**BRIGHTON CROSSINGS OPERATIONS BOARD**, a contractual authority and political subdivision of the State of Colorado

By: \_\_\_\_\_

Its: \_\_\_\_\_

**USER**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

**EXHIBIT 1**

Pre-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

**Please complete this checklist, sign, date, and return to the Management Company five (5) days prior to the date of your reservation.**

**Cleaning/Inspection Checklist**

Please initial that the items below were inspected and confirmed:

\_\_\_\_\_ All furniture accounted for and in its original location

\_\_\_\_\_ All tables and chairs are clean

\_\_\_\_\_ Kitchen sink and countertops clean

\_\_\_\_\_ Refrigerator empty and clean

\_\_\_\_\_ Floors swept and mopped

\_\_\_\_\_ Floors free of scratches

\_\_\_\_\_ Clean and empty trash bags in receptacles

\_\_\_\_\_ All trash off premises

\_\_\_\_\_ Temperature set at 72 degrees

**By signing this, you confirm that you personally inspected and secured the building after your inspection.**

**Thank you, Management**

---

**Name of renter**

**Date of rental**

**Time of rental**

## EXHIBIT 2

### Post-Event Report

NAME:	PHONE:
ADDRESS:	EVENT DATE:
EMAIL:	EVENT TIME:

**Please complete this check list, sign & date and return to the management office within 5 days from the date of your reservation.** If we do not receive this form within the 5 days the User's account will be billed a \$50.00 inspection fee.

#### Cleaning / Inspection Checklist

- Replace all furniture to its original location.
- Replace all tables and chairs (do not drag – they will scratch the floor and you will be billed to have scratches removed)
- Clean kitchen sink and & countertops with cleaner (supplied)
- Take all your items out of refrigerator
- Clean refrigerator inside with cleaner (windex)
- Clean all food/drink spills from furniture (use water)
- Sweep all floors (broom supplied)
- Clean all hard wood floor (dry mop only – no water)
- Take all garbage to the dumpster
- Replace trash bags in all receptacles (supplied)
- Vacuum rug & spot clean as needed (vacuum supplied)
- Make sure all doors are locked and secure.

**By signing this you confirm that you personally inspected and secured the building following your reservation. We appreciate you taking the time to make sure that all homeowners can enjoy the Venture Center in a clean condition. Thank you, Management**

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Name of renter

Date of rental

Time of rental

**EXHIBIT C OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES**

**DOG PARK**

**6.1. BCOB Park Use and Reservations.** Any existing or future recreational amenity, pavilions, gazebos, turf fields and related amenities at the Dog Park are available for general, informal use by Users and the general public provided they have not been previously reserved, and subject to these Policies and Procedures. Commercial use of the Dog Park is prohibited without prior written consent of the BCOB Manager.

**1.1. Dog Owners and Attendees.** All individuals who access the Dog Park are legally responsible for the actions and behavior of any dog(s) under their care at all times. Dog waste must be cleaned up IMMEDIATELY by the dog's owner. Dog waste bags are available at the entrance of each yard. Owners must be within the Dog Park and supervising their dog(s) at all times with a leash readily available. Owners should fill any holes their dog digs. Limit three (3) dogs per person per visit. All children under the age of 14 must be accompanied by an adult. Pet treats and food are not allowed inside the Dog Park.

**1.2. Dog Rules.** Dogs must remain leashed at all times when outside of the Dog Park. Leashes may be removed once inside the Dog Park. No aggressive dog(s) allowed. Aggressive dogs should be leashed and removed immediately. Dogs in heat and puppies under 4 months of age are not allowed in the Dog Park. All dogs must wear a collar with a current rabies tag and identification. Excessive barking is not allowed. Dogs should be under voice control by their owner at all times.

**1.3. Prohibited.** The following are prohibited from entering the Dog Park

HUMAN AND DOG FOOD & TREATS  
GLASS CONTAINERS  
DOGS IN HEAT  
SICK DOGS  
AGGRESSIVE DOGS  
PUPPIES UNDER 4 MONTHS OLD

ALL DOG OWNERS/ATTENDEES THAT FAIL TO COMPLY WITH THESE RULES WILL BE ASKED TO LEAVE BY THE BCOB MANAGER OR LAW ENFORCEMENT OFFICERS.

**Prohibited Activities.** The following activities are prohibited within the Parks and Dog Park.

- a) Place or post signs.
- b) Camp overnight.
- c) Enter or remain in the Parks or Dog Park after such facilities are closed as indicated on the posted hours of operation.



- d) Deposit, leave or bury refuse, trash or litter except in designated trash receptacles.
- e) Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.
- f) Operate remote control or control-line devices in the air, on or in the water, or on the ground.
- g) Use any amplified sound system that produces audible sound beyond 25 feet.
- h) Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- i) Smoke, except in designated smoking areas of provided.
- j) Play or practice golf or archery.
- k) Bring into, possess, or have any glass bottle or container.
- l) Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
- m) Conduct any private enterprise.
- n) Park motor vehicles overnight.
- o) Sell, serve, dispense, possess or consume any alcoholic beverages.
- p) Block, close off, or impair access to any trails or facilities.
- q) Hunt, shoot, kill, injure, trap or maim any animal.
- r) Permit any livestock to graze.
- s) Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- t) Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- u) Dispose of trash.
- v) Remove, cut down, and disfigure rocks, trees, shrubs or other features of the natural environment.
- w) Build a fire.
- x) Operate unauthorized motor vehicles.

- y) Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other weapon.

**EXHIBIT D OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES**

**FITNESS CENTER**

**1.1. No Outside Coaches, Trainers or Instructors.** No outside coaches, trainers or instructors are permitted within the Fitness Center. Any coach, trainer or instructor shall be provided by BCOB's Director of Recreation or BCOB Manager.

**1.2. Children.** Users between the ages of 12 and 17 may use the equipment in the Fitness Center with a completed Minor Release Form. It is recommended that Users between 12-17 satisfactorily complete a training session by Fitness Center staff. Users under the age of 12 may access the Fitness Center if accompanied by a parent, legal guardian or other adult over the age of 18, as listed on the Property Owner/Resident Form, but may not utilize any of the equipment.

**1.3. General Rules and Regulations.**

- a) Must wear appropriate athletic apparel while using any equipment.
- b) Must re-stack and return all weights and other equipment to the appropriate location.
- c) Must wear closed-toe athletic shoes with non-marking soles.
- d) Must wipe down all equipment after any use, with disinfectant wipes which are provided by BCOB.
- e) No food is allowed within the fitness room and studio. Water or other appropriate beverages are permitted within closed, non-breakable containers.
- f) Be respectful of using equipment during peak times. Consecutive use of cardio equipment during peak times shall be limited to 30 minutes.
- g) No modifications or adaptations to the equipment, other than its intended use.

**1.4. Additional Posted Rules and Regulations.** Additional rules and regulations may be posted by BCOB in its sole discretion.

**1.5. Guests of Users.** Guests of Users shall not be permitted to access the Fitness Center.

**EXHIBIT E OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES**

**SPLASH PARK-**

8.1 Rules of Splash Park. The rules and regulations of the Splash Park are as follows:

- a) Use at own risk.
- b) Splash Park is unsupervised, no life guard on duty.
- c) Children under the age of 12 shall be accompanied by an adult.
- d) Swim diapers are required for all those who are not potty-trained.
- e) Food and glass containers are not permitted in Splash Park.
- f) Roughhousing or unsafe play is strictly prohibited.
- g) Surfaces may become slippery when wet.
- h) No pets allowed in Splash Park.

**EXHIBIT F OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSINGS RECREATION AMENITIES**

**SPORTS COURTS**

**1.1. Sports Courts Rules.** The Parks have multiple sports courts, including a basketball court, volleyball court and other athletic courts (“Sports Courts”). Sports Courts rules are posted in the respective Sports Courts area and may be obtained directly from the BCOB Manager.

**1.2. Use of the Sports Courts.** Sports Courts are available to Users and their guests and are open on a first-come, first-served basis, unless and until BCOB deems reservations are warranted. Continuous use of the Sports Courts is limited to one (1) hour.

**1.3. Equipment.** Proper and appropriate attire should be worn by all Users and their guests when utilizing the Sports Courts. Users shall not adjust nets or any equipment, but shall notify the BCOB Manager if any such adjustments are necessary.

**1.4. Skateboards, Skates or Bikes.** The Sports Courts shall only be used for their intended purpose such as playing basketball, volleyball or other authorized uses as determined by the Board in its discretion. No skateboards, in line skates or other types of skates, bikes or other unauthorized uses shall be tolerated on the Sports Courts.

**1.5. Children.** Children under the age of 18 may use of the Sports Courts pursuant to Section 1.5 of the Policies and Procedures Governing the Brighton Crossing Recreational Amenities.

**1.6. General Use Rules.** In addition to any and all Rules and Regulations posted at the tennis courts, the following rules shall apply:

- 1.6.1.** Sports Courts are open dawn to dusk.
- 1.6.2.** Shoes with non-marking soles must be worn on Sports Courts.
- 1.6.3.** Rollerblades, skateboards, bicycles and strollers are not permitted.
- 1.6.4.** Pets are not permitted on Sports Courts.
- 1.6.5.** All lessons must be approved by BCOB.
- 1.6.6.** Sports Courts may be used on a first-come, first-served basis.
- 1.6.7.** Smoking, the use of marijuana, and the use of illegal drugs within the court fence or within 25 ft. of the Sports Courts are prohibited.
- 1.6.8.** No food of any kind may be brought within the Sports Court enclosures.
- 1.6.9.** Loud, boisterous conduct or profanity will not be tolerated on the Sports Courts.
- 1.6.10.** Alcoholic beverages are NOT permitted.

**EXHIBIT G OF  
POLICIES AND PROCEDURES GOVERNING THE  
BRIGHTON CROSSING RECREATION AMENITIES**

**BCOB PARKS**

**1.1. BCOB Park Use and Reservations.** Any existing or future playground equipment, recreational amenity, athletic equipment, pavilions, gazebos, turf fields and related amenities at the Parks are available for general, informal use by Users and the general public provided they have not been previously reserved, and subject to these Policies and Procedures. Any BCOB Residents or Property Owner with a reservation will have priority over the general public regarding use of the parks amenities. Commercial use of Parks is prohibited without prior written consent of the BCOB Manager.

Any existing or future park amenities at the Parks may be reserved for exclusive use by BCOB Residents or Property Owners provided they have not been previously reserved. The turf areas within the Parks may also be reserved by any individual or organized team sport organization as long as any such planned use is consistent with such area.

**1.2. Prohibited Activities.** The following activities are prohibited within the Parks.

- a) Place or post signs.
- b) Camp overnight.
- c) Enter or remain in the Parks after such facilities are closed as indicated on the posted hours of operation.
- d) Deposit, leave or bury refuse, trash or litter except in designated trash receptacles.
- e) Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.
- f) Operate remote control or control-line devices in the air, on or in the water, or on the ground.
- g) Use any amplified sound system that produces audible sound beyond 25 feet.
- h) Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- i) Smoke, except in designated smoking areas provided.
- j) Play or practice golf or archery.
- k) Bring into, possess, or have any glass bottle or container.

- l) Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
- m) Conduct any private enterprise.
- n) Park motor vehicles overnight.
- o) Sell, serve, dispense, possess or consume any alcoholic beverages.
- p) Block, close off, or impair access to any trails or facilities.
- q) Hunt, shoot, kill, injure, trap or maim any animal.
- r) Permit any livestock to graze.
- s) Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- t) Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- u) Dispose of trash.
- v) Remove, cut down, and disfigure rocks, trees, shrubs or other features of the natural environment.
- w) Build a fire, unless special circumstances apply and the fire is built in a contained device and no city-wide or county-wide fire ban is in effect.
- x) Operate unauthorized motor vehicles.
- y) Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other weapon.

**1.3 Outside Restrooms.** Certain of the Parks have, or soon will have, outdoor restrooms which automatically unlock at sunrise and lock at sundown. Additional rules and regulations regarding the outside restrooms may be posted in and around the restrooms in the sole discretion of BCOB.

**1.4. Compliance.** All Users and members of the general public must obey these Policies and Procedures in addition to any order, rule or regulation of BCOB and the instructions of any sign posted by BCOB.

**1.5. Application for Park Reservation.** To reserve any recreational amenities within the Parks, other than use of a sports field for organized team sport activities, individuals over the age of eighteen (18) years must complete the Rental Request Form (**Exhibit A-5**), and submit the same to the BCOB Recreation Director or staff, along with a completed Park Amenities Permit and Indemnification Form (attached hereto as **Exhibit G-1**), Waiver and Release from Liability and Agreement to Indemnify Form (attached hereto as **Exhibit G-2**), and any applicable fees then in existence. To reserve any of the turf areas in the Parks for organized team sport use, individuals or organizations must complete the Application for Sports Field Permit Form attached hereto as

**Exhibit G-3**, and submit the same to the BCOB Manager along with all required completed Team and Individual Waiver of Liability and Release Forms (attached hereto as **Exhibit G-4**), and any applicable fees then in existence. Any User who uses any of the Parks without the proper authorization may be requested to leave the Parks. The Board and the BCOB Manager reserve the right to refuse any proposed reservation of any of the Parks facilities in their sole discretion.

**1.6. Violation of Park Policy.** Should any person fail to observe and obey these Policies and Procedures, or any such order, rule, regulation or sign posted by BCOB, the BCOB's Manager may immediately remove or cause to be removed any such person and may ban such person from the use of BCOB Parks or open space and its facilities for such period of time as may be necessary to secure compliance these Policies and Procedure. The BCOB Manager may also impose a validly approved fee in their sole discretion.

**1.7. Public Use.** Except for certain reservations as set forth in this Article 6, all open turf areas and other open space within the Parks are intended for spontaneous play, recreational use, and picnics. Users shall report all broken or damaged equipment to the BCOB 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 Parks or on the bike paths.

## Article II

### REVOCABLE PERMITS FOR PARK RESERVATION FOR PURPOSES OTHER THAN ORGANIZED TEAM SPORTS

**2.1. Issuance.** A revocable permit for use of BCOB Park Amenities for purposes other than organized team sports ("Permit") will be issued on a first come, first served basis, starting January 1 of each year. The following must be submitted in order to be considered for a Permit:

- a) Completed Rental Request Form;
- b) Completed Park Amenities Permit and Indemnification Form;
- c) Completed Waiver and Consent Form signed by the applicant; and
- d) Credit card for the Deposit Fee.

**2.2. Informal Use.** All Recreational Amenities within the Parks shall be available for the general informal use of BCOB residents and their guests, provided they have not been previously reserved.

**2.3. Order of Granting.** Permits will be granted on a first-come first-served basis. Date and time preferences will be granted in order of when the reservations are received by the office. You may or may not get your first choice of days and times. As such, please provide a second and third choice to ensure you get a reservation.

**2.4. Cancellation.** Reservations must be cancelled seven (7) days in advance of the event to receive a full refund of the use fee and deposit.

**2.5. Fees and Deposit.** The Deposit Fee for an application for a Permit for use of BCOB Park Amenities is two hundred fifty dollars (\$100.00). The Deposit Fee will be returned within 2 weeks



following your rental, provided that there are no damages or trash clean-up charges, and provided that the permit holder has complied with the conditions of the permit.

**2.6. Additional Conditions of Use.** The following policies and procedures will apply to the application for a permit to use and the use of the Parks:

- a) A Permit for use of a BCOB Park Amenity does not allow the permit holder to access or use the Fitness Center.
- b) Motorized vehicles are prohibited on the fields and turf areas (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of BCOB is granted (for such purposes as dragging the infield with ATV).
- c) No commercial concessions may be operated, nor charge or donation requested, of the public on the premises.
- d) Upon completion of each event, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by BCOB for repairs or cleanup by BCOB necessitated by the use.
- e) Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of BCOB.
- f) Destruction, damage, or removal of any vegetation or defacement of BCOB property is prohibited. The applicant agrees to be responsible for all such damage.
- g) Disorderly conduct and/or abusive language are prohibited and shall be cause for revocation of the Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
- h) Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of BCOB.
- i) No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Permit and immediate expulsion.
- j) A copy of the Permit must be in the possession of the approved applicant and shown to BCOB personnel upon request.
- k) BCOB parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- l) The Permit is non-assignable.
- m) All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Permit. Users must vacate the area at the time designated on the permit. **Failure to comply with the time restraints may be considered a forfeiture of the Deposit Fee.**

- n) VIOLATION OF ANY OF THE PERMIT CONDITIONS OR ANY OF BCOB'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PERMIT.

### Article III

#### REVOCABLE SPORTS FIELD USE PERMIT FOR YOUTH SPORT TEAM PRACTICES

**3.1. Issuance.** Revocable Sports Field Use Permit for Youth Sport Team Practices (“Practice Permit”) will be issued seasonally on a first come, first served basis, starting January 1 of each year. The following must be submitted in order to be considered for a Practice Permit:

- a) Completed Application for Sports Field Permit Form;
- b) Formal roster of all team players with their addresses or addresses of schools they attend;
- c) Completed Waiver and Consent Form signed by a parent or guardian for each player;
- d) Completed Waiver and Consent Form signed by each coach;
- e) Completed Waiver and Consent Form signed on behalf of the sponsoring organization;
- f) Check for the Practice Permit fee; and
- g) Check for the Deposit Fee.

**3.2. Informal Use.** All turf fields within the Parks are available for the general informal use of BCOB residents and their guests, provided that such use is consistent with the planned use of the facilities and that they have not been previously reserved. Any activity consisting of five (5) or more players per team will require a Practice Permit prior to using the fields. Commercial use of the fields is prohibited.

**3.3. Order of Granting.** Reservations will be selected on a first come first serve basis. Field times and preferences will be granted in order of how the reservations are received by the office. You may or may not get your first choice of days and times. As such, please provide a second and third choice to ensure you get a reservation.

**3.4. Cancellation.** Reservations must be cancelled seven (7) days in advance of the start of the season to receive a full refund of the use fee and deposit.

**3.5. Fees and Deposit.** The Deposit Fee for an application for a Practice Permit is found on the Fee Schedule in Exhibit A-6 of these Policies and Procedures. The Deposit Fee will be returned within two (2) weeks following your rental, providing that there are no damages or trash clean up charges, and providing that the permit holder has complied with the conditions of the permit. The Practice Permit Fee is found on the Fee Schedule in Exhibit A-6 of these Policies and Procedures and reserves up to two (2) days per week in one (1) time slot per organization/team. The applicable fees are due no less than thirty (30) days prior to the reservation date. The fees are charged per season. You can only reserve one (1) season at a time per deposit. The deposit and any fees shall be personally delivered to the Venture Center along with all required forms and waivers.

**3.6. Additional Conditions of Use.** The following policies and procedures will apply to the application for a permit to use and the use of the Parks:

- a) Motorized vehicles are prohibited on the fields and turf areas (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of BCOB is granted (for such purposes as dragging the infield with ATV).
- b) No commercial concessions may be operated, nor charge or donation requested, of the public on the premises.
- c) Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by BCOB for repairs or cleanup by BCOB necessitated by the team's use.
- d) Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of BCOB.
- e) Destruction, damage, or removal of any vegetation or defacement of BCOB property is prohibited. The applicant agrees to be responsible for all such damage.
- f) Disorderly conduct and/or abusive language are prohibited and shall be cause for revocation of the Practice Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
- g) Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of BCOB.
- h) No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit and immediate expulsion.
- i) A copy of the Practice Permit must be in the possession of the resident coach and shown to BCOB personnel upon request.
- j) BCOB parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
- k) The Practice Permit is non-assignable.
- l) Permits are for practice use only. League games or tournaments shall not be held on the fields. Scrimmages are allowed as long as both teams using the field have a permit.
- m) All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Practice Permit. Users must vacate the area at the time designated on the permit. Failure to comply with the time restraints may be considered a forfeiture of the security deposit.
- n) Due to concerns about the turf conditions, BCOB reserves the right to cancel an event if it is deemed that the turf conditions are poor or the activity will cause damage. It is the responsibility of the field user(s) to know the status of any given field to maintain safe and

playable field conditions. The fields may not be used and activities must be cancelled when any of the following conditions exists.

- Water standing on the infields of ball fields or goal mouths/midfield of multipurpose fields
  - 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
  - Snow covers the field (Snow removal by user groups will not be permitted.)
  - Where grass is sparse or field is worn badly and ground is saturated
  - Frost is visible on the turf
  - Turf can be displaced or dislodged from the ground
  - Mud cakes or clings to shoes
  - Steady rain is falling
  - Dirt (infields) areas are muddy
- o) VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS OR ANY OF BCOB'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICE PERMIT.

**EXHIBIT G-1**

**Park Amenities Permit and Indemnification Form**



**BRIGHTON CROSSINGS OPERATIONS BOARD  
PARK AMENITIES PERMIT AND  
INDEMNIFICATION FORM**

Applicant Name: \_\_\_\_\_  
 Applicant Address: \_\_\_\_\_ State: \_\_ Zip: \_\_\_\_\_  
 Daytime Phone #: (\_\_\_\_) \_\_\_\_\_ Alt./Cell: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_ Contact Person On-Site: \_\_\_\_\_  
 Date Requested: \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_  
 Event Time: From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm (Hours for rental are dawn to dusk seven days a week)

Pavilion /Area Requested	Resident Fee	Special Requests
_____ Fitness Center Patio & Grill Usage	\$15.00	
_____ Thistle Park Pavilion	\$15.00	
_____ Cherry Blossoms Park Pavilion	\$15.00	

**Damage Deposit: \$100.00** (Damage deposit will be returned if no damage occurs)

**Required to be submitted with application:**

- Completed Park Amenities Permit and Indemnification Form
- Rental Fee
- Damage Deposit
- Signed Waiver and Release from Liability and Agreement to Indemnify

APPLICANT HAS RECEIVED, READ, AND AGREES TO ABIDE BY THE BRIGHTON CROSSINGS OPERATIONS BOARD PARK POLICY (PROVIDED TO APPLICANT) \_\_\_\_\_(Initial)

**INDEMNIFICATION/WAIVER OF LIABILITY:** Applicant, its successors and assigns, assumes all liability and risk associated with use of BCOB facilities and hereby releases and agrees to indemnify, defend, and hold harmless Brighton Crossings Operations Board (collectively, the "BCOB"), the BCOB's directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including court costs and attorneys' fees, arising in any way out of the use of BCOB facilities by the Applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.

**INSURANCE REQUIREMENTS FOR BUSINESS ENTITIES AND VENDORS:** Applicant shall, at its own expense, obtain and maintain during the term of this agreement, general Liability Insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. Applicant will provide a certificate of insurance including the YMCA and BCOB as Additional Insureds.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature implies legal responsibility for compliance with all the conditions as outlined by the BCOB.**

[To be Completed by BCOB]

Approved/Disapproved Date: \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Cash \_\_\_\_\_ Check # \_\_\_\_\_ Other \_\_\_\_\_

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT G-2**

**Waiver and Release from Liability and Agreement to Indemnify Form**





**THIS IS A RELEASE**  
**Waiver and Release from Liability and Agreement to**  
**Indemnify Form**

**Brighton Crossings**  
**Operations Board**  
Reservations: 303.968.0571

IN CONSIDERATION of being permitted to enter for any purpose onto the property of Brighton Crossings Operations Board ("BCOB"), as further defined in the Application and Permit for Park Reservation.

1. The undersigned is authorized to make this application on behalf of the party, group or organization he represents.
2. That upon entering any such areas as described in the Permit, the undersigned will continuously thereafter inspect such facilities and all portions thereof, and his continued use thereof shall constitute an acknowledgement that he has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purposes of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, BCOB officials will be notified, and use of the facility will be terminated.
3. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE BRIGHTON CROSSINGS OPERATIONS BOARD, any of the Brighton Crossing Metropolitan District Nos. 4-8, and any officers, officials, and representatives on account of injury to the person or property which applicant alleges to represent, resulting from, or in any way arising out of the use of the BCOB's facilities by the undersigned, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.
4. The undersigned, on behalf of the group represented, AGREES THAT THE GROUP DOES INDEMNIFY DEFEND AND HOLD HARMLESS BCOB from any liability, damage or cost resulting from, or in any way arising out of the use of BCOB's facilities by the undersigned, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns.
5. This release, waiver, and indemnity agreement includes claim/s resulting from BCOB'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.
6. The undersigned, on behalf of the group represented, ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE caused by the negligence of the group.
7. The undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk or serious injury, death and/or property damage. These are some, but not all, of the risks inherent in use of the District's facilities; a complete listing of inherent and other risks is not possible. There are also risks which cannot be anticipated.
8. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON BRIGHTON CROSSINGS OPERATIONS BOARD GROUNDS BY THE PERMIT HOLDER, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGES THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE PERMIT HOLDER/APPLICANT HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE BRIGHTON CROSSINGS OPERATIONS BOARD FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON BRIGHTON CROSSINGS OPERATIONS BOARD GROUNDS BY THE PERMIT HOLDER/APPLICANT.
9. The undersigned expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further, that if any part thereof is held invalid, the remainder of this agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on behalf of himself and the organization and persons utilizing the permit, and further agrees that no oral representations, statements, or inducements have been made.

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Applicant Name

---

Signature of Applicant

---

Date

---

Applicant Address

---

City, State, Zip Code

---

Telephone number

**EXHIBIT G-2**

**Application for Sports Field Permit Form**

**BRIGHTON CROSSINGS OPERATIONS BOARD  
APPLICATION FOR SPORTS FIELD PERMIT**

Please Note: At least one team coach must be a resident of Brighton Crossings Operations Board ("BCOB"), who is not less than twenty-one (21) years of age. A resident coach must be present at all reserved times.

\_\_\_\_\_ Number of Resident Players

\_\_\_\_\_ Number of Non-Resident Players

Age Group: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Sport: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Name/Location of Park: \_\_\_\_\_

Season (circle): Feb-March Apr.-May June-July Aug.-Sept. Oct.-Nov.

TIMES: (Circle requested time slots for no more than two days per week, 1 time slot per day; be sure to mark at least your 1st and 2nd choices)

Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays
4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	9:00-1:00 p.m.
6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	

Resident Coach's Name: \_\_\_\_\_

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

Phone: Office: \_\_\_\_\_ Home: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional Coach's Name: \_\_\_\_\_

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

Phone: Office: \_\_\_\_\_ Home: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Additional Coach's Name: \_\_\_\_\_

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

Phone: Office: \_\_\_\_\_ Home: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Damage Deposit: \$250.00** (Damage deposit will be returned if no damage occurs)

**Required to be submitted with application:**

- Completed Application for Sports Field Permit Form
- Usage Fee
- Damage Deposit
- Signed Waiver of Liability and Release Forms (one per Player and Coach is required)

I, the Resident Coach, have read the Policies and Procedures Governing the Barefoot Lakes Recreation Amenities and the Park Use, Reservation and Permit Policy and agree to abide by the rules and guidelines set forth therein. The deposit may be forfeited for non-compliance with the time set forth in the permit, not leaving the Sports Field in a clean and sightly condition, damage to any of the property or any of its accoutrements.

**INDEMNIFICATION/WAIVER OF LIABILITY:** Applicant, its successors and assigns, assumes all liability and risk associated with use of BCOB Facilities and hereby releases and agrees to indemnify, defend, and hold harmless Brighton Crossings Operations Board (“BCOB”), BCOB’s directors, staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all injuries, loss, claims, liability, damages, and costs, including court costs and attorneys’ fees, arising in any way out of the use of BCOB Facilities by the Applicant, its guests, licensees, invitees, agents, contractors, subcontractors, employees, successors, and/or assigns. In the event that a signed Waiver of Liability and Release Form is not included for one or more Player or Coach, Applicant agrees to indemnify and hold harmless BCOB from all liability resulting from such Player or Coach’s use of BCOB Facilities

**INSURANCE REQUIREMENTS FOR BUSINESS ENTITIES AND VENDORS:** Applicant shall, at its own expense, obtain and maintain during the term of this agreement, general Liability Insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate limit. Applicant will provide a certificate of insurance including BCOB as Additional Insured.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Signature implies legal responsibility for compliance with all the conditions as outlined by BCOB.**

**BRIGHTON CROSSINGS OPERATIONS BOARD  
APPLICATION FOR SPORTS FIELD PERMIT**

(to be completed by BCOB office personnel)

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Season (Dates of Use): Feb-March    Apr.-May    June-July    Aug.-Sept.    Oct.-Nov.

Day(s) and Time(s) of Use:

Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays
4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	4:30 - 6:30pm	9:00-1:00 p.m.
6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	6:30 - 8:30pm	

Approved/Disapproved Date: \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Special Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



---

Address

---

City, State, Zip Code

---

Telephone number

**For Participants other than a coach, a coach must complete the following:**

I, undersigned coach for the Team, have provided information, including, but not limited to, a description of the rules of play for the Recreational Activity and a summary of practice activities that will be involved, to the Participant, Parent, or Guardian concerning the Recreational Activities and risks involved in participation on the Team. I acknowledge that I am responsible if I have failed to properly inform the Participant, Parent, or Guardian and I agree to indemnify BCOB if I failed to do so.

---

Coach Name

---

Signature

---

Date