

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
BRIGHTON CROSSINGS OPERATIONS BOARD**

**ADOPTING CERTAIN AMENDED AND RESTATED
POLICIES AND PROCEDURES GOVERNING THE
BRIGHTON CROSSINGS RECREATION AMENITIES**

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

WHEREAS, on June 11, 2019, the Operations board adopted the Policies and Procedures Governing the Brighton Crossings Recreation Amenities, as have been subsequently amended (the “**Prior Policies**”); and

WHEREAS, the Operations Board now desires to adopt the attached Amended and Restated Policies and Procedures regarding the Rental Request Form, Recreation Amenities Fee Schedule, Swimming Pool and Venture Center, Fitness Center, and Sport Courts (collectively, the “**Amended Policies**”), which shall replace and supersede Exhibits A-5, A-6, B, D, and E of the Prior Policies, respectively, in their entirety; and

WHEREAS, the Operations Board, its staff and consultants, are authorized to take all necessary actions to implement this Resolution and the intent of this Resolution.

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

1. Adoption of Amended and Restated Policies and Procedures. The Amended and

Restated Policies and Procedures, attached hereto as **Exhibits 1-5**, and incorporated herein, are hereby adopted pursuant to § 32-1-1001(1)(m), C.R.S., and § 18-9-117, C.R.S. Exhibits A-5, A-6, B, D, and E of the Prior Policies shall be replaced in their entirety by the Amended Policies.

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

3. Amendment. The Operations Board 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 Operations Board. The foregoing shall specifically include, but not be limited to, the right to adopt new rules and regulations and/or policies and procedures, or update those rules and regulations and/or policies and procedures already in existence, as may be necessary, in the Board's discretion.

4. Effective Date. The provisions of this resolution shall take effect on April 20, 2022.

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.

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RESOLVED AND ADOPTED this 19th day of April, 2022.

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

DocuSigned by:
John Strider

Officer of the Operations Board

ATTEST:

DocuSigned by:
Jeffrey Schum

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Eve Velasco

General Counsel to the Operations Board

EXHIBIT 1

**Amended and Restated
Exhibit A-5 of the
Policies and Procedures Governing the
Brighton Crossings Recreation Amenities**

**EXHIBIT A-5
Rental Request Form**

**Approved April 19,
2022**

BRIGHTON CROSSINGS OPERATIONS BOARD
RENTAL REQUEST FORM
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 or Outside User in Good Standing
Areas are available to rent from 6:00 AM – 10:00 PM

Your rental time must include the time you need for set up and clean up.

*Extra staff fee may apply of \$25/hour if the Venture Center rental is scheduled outside of staffed hours.
 Outside staff hours rental must be booked at least 2-weeks in advance.*

*No rentals at the Venture Center on these National Holidays: Memorial Day, 4th of July, Thanksgiving, Labor Day
 Christmas Eve, Christmas Day, New Year's Day. Memorial Day, 4th of July, Labor Day.*

	Resident Rental Rate	Outside User Rental Rates	Deposit and Details
_____ Venture Center Party Room	\$40/hour Total \$ _____	\$40/hour Total \$ _____	Refundable damage deposit \$500 Max number of people 75 *Only Room that Alcohol is Allowed*
Alcohol Notice: Renter is required to book and provide confirmation of security service, through the security vendor selected by the Recreation Director.			
_____ Venture Center Meeting Room	\$30/hour Total \$ _____	\$30/hour Total \$ _____	Refundable damage deposit \$100 Max number of people 15
_____ Pool Party	\$120/hour (≤ 50 People) \$150/hour (51-75 People)	\$300/hour (≤ 50 People) \$350/hour (51-75 People)	Refundable damage deposit \$500.00 Max number of people 75
_____ Venture Center Patio	\$15/hour Total \$ _____	\$30/hour Total \$ _____	Refundable damage deposit \$100 Outdoor Patio Only. Indoor kitchen not included.
_____ Fitness Center Patio & Grill	\$15/hour Total \$ _____	\$30/hour Total \$ _____	Refundable damage deposit \$100
_____ Revel Park Pavilion (Thistle Park)	\$20/hour Total \$ _____	\$40/hour Total \$ _____	Refundable damage deposit \$100
_____ Volley Park Pavilion	\$20/hour Total \$ _____	\$40/hour Total \$ _____	Refundable damage deposit \$100

_____ Rally Park Pavilion (Cherry Blossom Park)	\$20/hour Total \$ _____	\$40/hour Total \$ _____	Refundable damage deposit \$100
_____ Sport Courts	\$30/hour	\$60/hour	Refundable damage deposit \$100

Grand Total \$ _____ Type of Function: _____

Guests: _____ Start/End Time of Function: _____

FACILITY RENTAL DAMAGE DEPOSIT FORM

Name: _____

Address: _____

Phone: _____

Rental Day and Time: _____

Payment Method:

_____ Visa _____ MasterCard _____ Discover

Card Number _____

Expiration Date _____ Signature _____

Card Billing Address If different than above:

EXHIBIT 2

**Amended and Restated
Exhibit A-6 of the
Policies and Procedures Governing the
Brighton Crossings Recreation Amenities**

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

Approved April 19, 2022

Outside User Fees (Non-Resident)	Youth Guest (5-17 yrs old)	Adult Guest (18-59 yrs old)	Senior Guest (60+)
Annual Pass All Brighton Crossings Amenities	\$900.00	\$1000.00	\$900.00
Guest Pass (Daily Fee) Venture Center & Water Park Access Only [†]	\$20.00	\$30.00	\$20.00
10 Visit Pass Venture Center & Water Park Access Only	\$180.00	\$180.00	\$180.00
Group Exercise Classes [†]	\$5.00	\$5.00	\$5.00
User Fees (Resident)	Youth Guest (5-17 yrs old)	Adult Guest (18-59 yrs old)	Senior Guest (60+)
10 Visit Guest Pass One 10-Visit Guest Pass Free/Property	\$45.00	\$45.00	\$45.00
Guest Pass (Daily Fee) Venture Center & Pool Access Only	\$5.00	\$5.00	\$5.00
Group Exercise Classes	\$5.00	\$5.00	\$5.00
Access Cards (two provided for free) - Additional/Lost/Stolen		\$15.00	\$15.00

*Access Cards Fee applies to Annual Pass holders as well

Rental Fees	Resident Rental Rate	Outside User Rental Rates [†]	Deposit
Venture Center Party Room** [±] (two-hour rental minimum)	\$40/hour	\$40/hour	\$500.00
Venture Center Meeting Room** (two-hour rental minimum)	\$30/hour	\$30/hour	\$100.00
Venture Center Patio (Does not include indoor kitchen)	\$15/hour	\$30/hour	\$100.00
Pool Party	\$120/hour (≤ 50 People) \$150/hour (51-75 People)	\$300/hour (≤ 50 People) \$350/hour (51-75 People)	\$500.00
Fitness Center Patio & Grill	\$15/hour	\$30/hour	\$100.00
Revel Park Pavilion (Thistle Park)	\$20/hour	\$40/hour	\$100.00
Rally Park Pavilion (Cherry Blossom)	\$20/hour	\$40/hour	\$100.00
Volley Park Pavilion (1 of 3 available to rent)	\$20/hour	\$40/hour	\$100.00
Fitness Center Sports Field	\$200/month	N/A	\$250.00
Sport Courts	\$30/hour	\$60/hour	\$100.00

** Add \$25/hour if rental outside staffed hours

[±] User must cover Security Service costs if alcohol is served at event.

[†] User must have valid Annual Pass to purchase or reserve rentals

EXHIBIT 3

**Amended and Restated
Exhibit B of the
Policies and Procedures Governing the
Brighton Crossings Recreation Amenities**

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

SWIMMING POOL and VENTURE CENTER

Approved April 19, 2022

1. ARTICLE I: SWIMMING POOL

1.1 Use of the Swimming Pool. The Swimming Pool is 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. Commercial use of the Swimming Pool is prohibited.

1.1.1 BCOB Swim Team Use. Notwithstanding the foregoing, BCOB may elect to establish an organized swim team. In the event that BCOB establishes an organized swim team, then the Swimming Pool may be reserved for use for organized swim team events in which the BCOB's organized swim team is participating. The Swimming Pool may not be reserved for use for organized swim team events in which the BCOB's organized swim team is not participating.

1.1.2 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 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. Pool Parties may only be held Saturdays from 6pm-8pm, June 1 through September 1. 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.

1.2 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.

1.3 Hours of Operation. Hours of the Swimming Pool are posted onsite or on BCOB's website.

1.4 Swimming Pool Rules. Swimming Pool rules are posted in the swimming area and may be obtained directly from the BCOB Recreation Director.

1.5 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.

1.6 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.

1.7 Children. No User under the age of 13 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 13 or older, as authorized on the Minor Release Form. Any User between the ages of 13 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 13 and 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.

1.8 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 flotation devices shall be allowed. All use of pool toys and other equipment is subject to the sole discretion of the lifeguards on duty.

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

1.10 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.

2. ARTICLE II: VENTURE CENTER

2.1 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**.

2.1.1 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.

2.2 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.

2.3 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).

2.4 Capacity of Venture Center. City of Brighton fire codes mandate that legal capacity of the Venture Center be limited to 277 persons. Rental of available areas of the Venture Center will be subject to the BCOB Manager's discretion, staffing availability, and anticipated facility capacity.

2.5 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.

2.6 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.

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

2.7.1 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.

2.8 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.

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

2.9.1 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.

2.9.2 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.

2.9.3 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.

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

2.9.5 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.

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

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

2.9.8 The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.

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

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

2.10 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.)

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

2.10.2 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.

2.10.3 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.

2.10.4 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.

2.10.5 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.

2.10.6 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.

2.10.7 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.

2.10.8 **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 13 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.)**

Name (Please Print)	Age	Birthdate

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

EXHIBIT B-3

Venture Center Room Rental Agreement

VENTURE CENTER ROOM RENTAL AGREEMENT
BRIGHTON CROSSINGS OPERATIONS BOARD

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 Brighton Police department shall have authority to close the Venture Center to public and private activities.

- i. City of Brighton 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

Name of renter	Date of rental	Time of rental
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EXHIBIT 4

**Amended and Restated
Exhibit D of the
Policies and Procedures Governing the
Brighton Crossings Recreation Amenities**

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

FITNESS CENTER

Approved April 19, 2022

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.

a Children. Users between the ages of 16 and 17 may use the equipment in the Fitness Center with a completed Minor Release Form. It is recommended that Users between 16-17 satisfactorily complete a training session by Fitness Center staff. Users under the age of 16 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.

b General Rules and Regulations.

i Must wear appropriate athletic apparel while using any equipment.

ii Must re-stack and return all weights and other equipment to the appropriate location.

iii Must wear closed-toe athletic shoes with non-marking soles.

iv Must wipe down all equipment after any use, with disinfectant wipes which are provided by BCOB.

v No food is allowed within the fitness room and studio. Water or other appropriate beverages are permitted within closed, non-breakable containers.

vi Be respectful of using equipment during peak times. Consecutive use of cardio equipment during peak times shall be limited to 30 minutes.

vii No modifications or adaptations to the equipment, other than its intended use.

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

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

EXHIBIT 5

**Amended and Restated
Exhibit E of the
Policies and Procedures Governing the
Brighton Crossings Recreation Amenities**

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

SPORTS COURTS

Approved April __, 2022

1.1 Sports Courts Rules. The Parks have multiple sports courts, including a basketball court, tennis 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.

a 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 the Sport Courts have been reserved pursuant to Section 1.2 below. Continuous use of the Sports Courts is limited to one (1) hour.

b 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.

c 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.

d 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.

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

- i Sports Courts are open dawn to dusk.
- ii Shoes with non-marking soles must be worn on Sports Courts.
- iii Rollerblades, skateboards, bicycles and strollers are not permitted.
- iv Pets are not permitted on Sports Courts.
- v All lessons must be approved by BCOB.
- vi Sports Courts may be used on a first-come, first-served basis, unless reserved pursuant to Section 1.2 below.
- vii 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.
- viii No food of any kind may be brought within the Sports Court enclosures.

Courts. ix Loud, boisterous conduct or profanity will not be tolerated on the Sports

x Alcoholic beverages are NOT permitted.

xi Glass containers are NOT permitted.

1.2 Reservations of Sport Courts. To reserve the Sport Courts for a private event, Users over the age of 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 Sport Courts Reservation and Indemnification Form (attached hereto as **Exhibit E-1**), Waiver and Release from Liability and Agreement to Indemnify Form (attached hereto as **Exhibit E-2**), and any applicable fees then in existence. To reserve the Sport Courts for organized sport use, such as a tournament, Users must complete the Application for Tournament Permit Form attached hereto as **Exhibit E-3**, and submit the same to the BCOB Manager along with all required completed Group and Individual Waiver of Liability and Release Forms (attached hereto as **Exhibit E-4**), and any applicable fees then in existence. Any User who uses the Sport Courts without the proper authorization may be requested to leave the Sport Courts. The Board and the BCOB Manager reserve the right to refuse any proposed reservation of any of the Sport Courts in their sole discretion.

EXHIBIT E-1

Sport Courts Reservation and Indemnification Form



**BRIGHTON CROSSINGS OPERATIONS BOARD
SPORT COURTS RESERVATION 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)

<u>Sport Courts Requested</u>	<u>Rental Fee</u>	<u>Special Requests</u>
_____	\$30.00/hour	

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

Required to be submitted with application:

- Completed Sport Courts Reservation 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

FACILITY RENTAL DAMAGE DEPOSIT FORM

Name: _____

Address: _____

Phone: _____

Rental Day and Time: _____

Payment Method:

____ Visa ____ MasterCard ____ Discover

Card Number _____

Expiration Date _____ Signature _____

Card Billing Address If different than above:

EXHIBIT E-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 Sport Courts Reservation and Indemnification Form.

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.

Applicant Name

Signature of Applicant

Date

Applicant Address

City, State, Zip Code

Telephone number

EXHIBIT E-3

Application for Tournament Permit Form

**BRIGHTON CROSSINGS OPERATIONS BOARD
APPLICATION FOR TOURNAMENT PERMIT**

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

_____ Number of Resident Players

_____ Number of Non-Resident Players

Age Group: _____

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 Organizer’s Name: _____

Address: _____

Phone: Office: _____ Home: _____

E-mail Address: _____

Additional Organizer’s Name: _____

Address: _____

Phone: Office: _____ Home: _____

E-mail Address: _____

Additional Organizer’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 Tournament 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 TOURNAMENT 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	
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Approved/Disapproved Date: _____

Deposit: \$_____

Special Conditions: _____

 Signature

 Title

 Date

FACILITY RENTAL DAMAGE DEPOSIT FORM

Name: _____

Address: _____

Phone: _____

Rental Day and Time: _____

Payment Method:

___ Visa ___ MasterCard ___ Discover

Card Number _____

Expiration Date _____ Signature _____

Card Billing Address If different than above:

EXHIBIT G-3

Group and Individual Waiver of Liability and Release Form

Name of Tournament: _____ (the "Tournament")

NOTE: Each coach and each participant (or parent or legal guardian of a participant under the age of 18) of a team using a Brighton Crossings Operations Board ("BCOB") outdoor sports court(s) (the "Facility" or "Facilities") must complete this Waiver of Liability and Release Form. Completed Waiver of Liability and Release Forms for each coach and each participant of the Team must be attached to the Application Packet.

Group and Individual 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 running, climbing, and sport activities (such as pickleball, tennis, etc.) (each a "Recreational Activity" and together the "Recreational Activities") on/around the Facility 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 Facility. BCOB wants to make sure that you understand the potential risk of injury before you decide to participate in Recreational Activities on/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/around Facilities owned by BCOB involves risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, 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 participant 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, 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/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 and representatives, 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 Recreational 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.

_____	_____	_____	_____
Name	Date of Birth	Signature of Organizer/Participant/Parent/Guardian	Date
_____	_____	_____	_____
Address	City, State, Zip Code	Telephone number	

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

I, undersigned organizer for the tournament, 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 in the Tournament. 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