



SUNDANCE HILLS POOL & TENNIS CLUB

2020 Facility Rules



The 2020 summer is going to be very different from a traditional summer. The CDPHE released a Sixth amended public health order 20-28. This amended order allows for swimming pools to be opened as of Thursday June 4th, 2020. MPM is committed to the health and wellbeing of all patrons and employees. We will adhere to all guidance provided by the State of Colorado and Tri-County Health Department. The following is the operational plan for Sundance Hills Swim and Tennis Club for the 2020 season.

CONTACTS

Pool Desk Office and Party Reservations – ph. (303) 770-9346

MPM Recreation (Pool Management Company)

JC Chambers – (303) 884-2142 email: jc.chambers@mpmrecreation.com

Matt Mundy – (720) 201-1758 email: matt.mundy@mpmrecreation.com

www.mpmrecreation.com

SF Tennis (Tennis Management Company)

email: sftennis6060@gmail.com

719-321-8343

www.sftennisdenver.com

Circuit Rider of Colorado, LLC, District Manager

Sarah Shepherd

Lindsey Reese – (303) 482-1002

email: sees@ccrider.us / lreese@ccrider.us

2020 Calendar

Open: Saturday, June 6 Close: Sunday, September 27

POOL HOURS:

June 6, 2020 through August 16, 2020

Hours of operation:

| | |
|------------------------|---------------------------|
| Monday | Closed |
| Tuesday- Sunday | 11:00 am - 7:00 pm |

August 17, 2020 through September 7, 2020

Hours of operation:

| | |
|------------------------|---------------------------|
| Monday | Closed |
| Tuesday- Friday | 4:00 pm - 7:00 pm |
| Saturday | 11:00 am - 7:00 pm |
| Sunday | 11:00 am - 7:00 pm |
| Holiday | 11:00 am - 7:00 pm |

September 8, 2020 through September 27, 2020

Hours of operation:

| | |
|------------------------|---------------------------|
| Monday-Thursday | Closed |
| Friday | 4:00 pm - 6:00 pm |
| Saturday | 11:00 am - 6:00 pm |
| Sunday | 11:00 am - 6:00 pm |

TENNIS COURT HOURS:

| | |
|--------------|--------------------------|
| DAILY | 7:30 a.m. to dark |
|--------------|--------------------------|

Access to Courts: Courts are open daily as weather permits from Geneva Street. Currently there will be no access from the pool to courts, and the playground will remain closed until further notice.

Membership and Guest Fees

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| <p>Resident Family \$340.00</p> <p>Resident Individual \$200.00</p> <p>Resident Senior Couple* \$225.00</p> <p>Resident Senior Individual** \$175.00</p> <p>Non-Resident Family \$600.00</p> <p>Non-Resident Individual \$340.00</p> | <p>Membership is a PRIVILEGE! Please do not abuse it.</p> <p>Failure to comply with all rules set forth in this handbook may result in forfeiture of membership at any time without refunds.</p> |
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**Membership is limited to two individuals residing at the same in-district address and both over the age of 60 by 9/1 of the current pool season. Individuals may be requested to show ID.*

***Individuals must turn 60 by 9/1 of the current pool season and reside in an in-district residence. Individuals may be requested to show ID.*

MEMBERSHIP:

Use of the Sundance Hills Metropolitan District’s swim and tennis facilities is available to both residents and non-residents of the District. A “resident” is defined as someone residing within the boundaries of the Sundance Hills Metropolitan District and whose property tax statement reflects an assessment for the *Sundance Hills Metropolitan District*. All others are welcome to a non-resident membership. If applying for a family membership, all individuals within that family must reside at the address listed on the application on a full-time basis.

Membership fees will not be pro-rated except under the following circumstances: Families who move into the District after June 30 may pay a pro-rated portion of the fee for the year. Residents who move out of the District during a period for which they have paid a membership fee have the option of either retaining their use privileges or transferring them to the new residents of their former property.

There is no refund for any unused fees or for any membership forfeited or terminated. A temporary or permanent pool or facility closure beyond the control of the Board of Directors will NOT result in the refund of any fees.

Upon receipt of membership dues, you may stop by the pool front desk to pick up the following:

- ❖ New members will be provided with a tennis court key at no additional cost. Replacement keys may be provided for a fee of \$25.00. Note that only one replacement key will be provided to registered members, per year. Checks only will be accepted for replacement keys and must be made out to Sundance Hills Metropolitan District. If a replacement key is needed during the summer, please contact the Pool Management Company. Members shall surrender all tennis court keys in their possession upon termination or forfeiture of their memberships.

Waiver

All individuals who sign up for a membership must sign the District's "Facilities and Use Release and Waiver" ("Waiver") during the membership registration process.

Reduced Patron Capacity

Pool capacity will be limited to 50% capacity, up to 50 people, whichever is fewer. Sundance Hills is capped to a maximum of 50 patrons within the pool facility limits. This does not include members who are using the tennis facilities.

Patron Usage Monitoring

A reservation system will be utilized to space out member/resident attendance, aid in contact tracing if exposures occur, and to allow for as equitable use of the facility as possible.

We have created an online registration, waiver and reservation system available through the District's website: <https://www.sundancehillsmetrodistrict.org/>.

The system ensures that we have a waiver for everyone who comes to the pool and we meet all of the requirements for limiting patron users to the reduced occupancy, and allows for tracing exposures and equitable use of the facility with the ability to limit members to their fair share of slots.

Reservations

Time Slots

Blocks of pool time are currently available for members to reserve. These timeslots are divided into 2-hour slots, 4-per day, for Tuesday-Friday 11am-7pm schedule at this time. This equates to 1 hour and 50 minutes of swimming time and a full “facility clearing and disinfection” of 10 minutes between time brackets. Pool members will be asked to line up per social distance spacing “on-time” and not early for their slot, and to exit the pool 10 minutes prior to the end of the 2-hour window in an orderly manner. This will help ensure that social distancing can be maintained at the point of entry/exit. Come “beach ready” dressed in swim equipment and with your own food, toys, chairs and leave with everything you bring. Trash can be deposited in receptacles at the facility. Bathrooms and showers will be open but encouraged to be used only as needed.

Reservation Rules and Limits

- Reservations are open seven (7) days in advance on a rolling basis. Every day at 7pm an additional day will open.
- Each member **can only reserve the pool two (2) times a week from Tuesday – Sunday**. All members who plan to attend during reservation slot need to sign-up through the system. **Choose your times wisely, as you cannot cancel reservations.**
- All reservations will be audited to ensure equitable membership usage. Any member failing to follow the reservation limits may lose membership privileges.
- Same day reservations do not count against your weekly membership reservation allotment of two (2) per week. You can reserve time slots until they are full.
- Members who do not arrive within 30 minutes of their scheduled reservation start time will forfeit their reservation and be marked as a no show.
- Walk up time slots
 - Walk-ups are **not guaranteed** and are on a **first come first serve basis** for open swim.
 - Walk-up slots do not count against your weekly membership reservation allotment of two (2) per week
 - To be eligible for the walk-up you need to be a current member who has signed a waiver
 - At 30 minutes past the start of reservations times any no shows will be available to members that walk-up.
 - Walk-ups are required to leave the facility at the scheduled end times of the time slot.
- When the facility is full, we will shut the gate and not let anyone in until the next reservation slot.

Facility Access Control

Facility entrance and exit will be limited to a single point and will be continuously manned by a staff member.

GUESTS:

Any permitted guest will be required to sign a waiver prior to entering the premises, if guests are able to be allowed at a time later in the summer. Under current orders, only members and caregivers for children are allowed in the pool.

Social Distancing

Swimmers not living in the same household should stay at least 6 feet apart during recreational swim, and there should only be one swimmer per lane for lap swim. Physical cues and guides will be installed to help with social distancing. For example, lane lines in the water or chairs and tables on the deck and tape on the decks, floors, or sidewalks will be installed, and signs posted to ensure that staff, patrons, and swimmers stay at least 6 feet apart from members of other households, both in and out of the water.

Common areas for diving boards, bathrooms, or any other services will also be marked for social distancing on the deck or ground to ensure that people are following social distancing measures.

Sanitation

Check-in

At the check in area we will have a hand sanitation station. We recommend that everyone entering the facility uses the provided hand sanitizer.

Restrooms and Showers

Restrooms and showers will remain open. Access to enclosed spaces will be limited to reduce congregation and enforce social distance practices. We suggest all swimmers come beach ready. Restrooms are limited for emergencies only. Restrooms will be routinely cleaned every hour which includes, but is not limited to, door handles, light switches, countertops, baby changing tables, ADA rails, toilet flush handles and seat surfaces, sink nozzles, changing tables, benches, stall partition locks, etc.

We will limit the number of surfaces in the restrooms that need to be disinfected. This

includes removing any non-necessary supplies such as countertop decorations, feminine supplies, etc., and closing of hand dryers and showers. Lockers will not be available at this time. Some sinks and stalls in restrooms may need to be closed to allow for 6' of social distancing. Antibacterial hand soap and paper hand towels for each individual sink in the restrooms will be provided.

Frequently touched Surfaces

All frequently touched surfaces and shared objects will be disinfected every hour. In order to clean the facility we will conduct a Safety/Cleaning break the last 10 minutes of every hour. All handrails, chairs, tables, outdoor countertops, vending machines, gate handles and other frequently touched surfaces will receive the same sanitation every hour. Water fountains will be closed for the summer.

Furniture

Due to harsh cleaning chemicals potentially damaging vinyl furniture, the amount of time it would take to disinfect pool furniture throughout the day, and difficulty in managing disinfection, the furniture available will be limited to tables and umbrellas only. Members are encouraged to bring their own chairs for their own use. Tables will be placed 10-12' apart. Cones, umbrellas or other demarcation will be used to indicate spots around the deck area where patrons can put towels/belongings or their own chairs.

Water Chemistry

Water chemistry readings (chlorine and pH) are taken and recorded 5 times daily (open, 1pm, 3pm, 5pm, close). The CDC has stated there is no evidence that the virus that causes COVID-19 can be spread to people through the water in pools, hot tubs, spas, or water play areas. Proper operation and maintenance (disinfection with chlorine) of these facilities should inactivate the virus in the water. The proper water chemistry levels for optimal swimming pool functionality and comfort is a pH of 7.4 – 7.6 and a free chlorine of 1.0 – 3.0 ppm.

Sanitation Products

Pool tables and restrooms will be sanitized with an EPA approved product for neutralizing COVID-19.

Flotation Devices, Pool Toys, Etc.

There will not be any communal or shared flotation devices or pool toys at the property.

Porous pool noodles and the like can potentially be a risk factor for transmission if not properly sanitized between users. Patrons who bring their own flotation devices or toys should not share with anyone outside their household.

Lost and Found

Valuable items will be the only lost and found items kept and stored at the facility. Shoes, towels, clothing, pool toys, water bottles, etc. will be discarded upon facility closure at the end of each night to reduce the risk of spreading infection.

Food

Members may bring snacks and meals with them to the pool. No glass is allowed. Please clean up trash and discard in receptacles provided when exiting the facility.

Employees

Our staff will be supplied with and expected to wear face coverings when not on surveillance duty. When they are on surveillance duty, masks will not be worn as it would delay the activation of our Emergency Action Plan when lifeguards need to enter the water to help a distressed swimmer or perform a rescue.

All employees are required to conduct a pre-work health assessment. Any employee who has tested positive, is experiencing COVID-19/flu symptoms, has a fever greater than 100.4 degrees Fahrenheit and/or been exposed to someone who has been diagnosed with COVID-19 in the past 14 days is not allowed to come to work.

Pool Safety

It is imperative that MPM is able to ensure the lifeguard(s) who are actively lifeguarding are not expected to monitor patron counts, use of face coverings, social distancing of patrons, or disinfection practices. It is the responsibility of the members to follow the rules as outlined in the rules and regulations.

Rules and Regulations

SWIMMING POOL RULES:

***Swimming Pool Reservations are required for admission to the pool.
No exceptions.***

Please follow the directives of the pool staff regarding check in, and time and space availability. Refrain from waiting outside the facility so everyone can continue using the pool all season. The pool staff members are all doing the best they can to follow state and local government orders and guidelines to keep the facility open and safe.

The Sundance Hills Metropolitan District has an agreement with M.P.M. Recreation, a professional pool management company, for the use of the swimming pools and swimming instruction.

All users must understand and adhere to the following:

- Entering the pool facility may risk exposure to the novel coronavirus and contracting COVID-19, which may result in infection, injury, death or economic losses.
- ATTENDANCE AND SWIMMING ARE AT YOUR OWN RISK.
- Anyone who has tested positive for COVID-19, is experiencing COVID-19/flu symptoms, a fever greater than 100.4 degrees Fahrenheit and/or been exposed to someone who has been diagnosed with COVID-19 in the past 14 days is not allowed in the pool facility.
- Everyone is encouraged to wear masks or other face coverings when arriving, leaving, or sitting at the pool.
- Swimmers not living in the same household should stay at least 6 feet apart during recreational swim.
- The District, MPM and staff are not responsible for any loss or theft of personal belongings.
- No glass containers are allowed within the facilities.
- No pets are permitted within the facilities.
- The wading pool is NOT supervised. Only children under 6 may use the wading pool and ONLY when supervised by an adult. No lifeguard will be provided at any time for the wading pool.
- The pool will be closed when air temperature is 65 degrees or below.
- The pool will be closed for a minimum of 20 minutes when lightning is spotted or thunder is heard.
- Conduct that infringes upon the safety or comfort of patrons, as determined by the pool management company, the lifeguard staff, or District personnel, is prohibited and may result in removal from the facilities.

- Offensive language is prohibited and is grounds for removal from the facilities.
- Proper swim attire is required at all times. Swimsuits only in the pool. Swim diapers are required for infants and toddlers.
- Running, roughhousing, rowdiness and dunking are prohibited.
- Flotation devices, inner tubes, beach and water balls are allowed at the discretion of pool management. Tennis balls are not allowed in the pool.
- "High powered" water guns are not allowed.
- Skateboards, roller blades, scooters, etc. may not be ridden within the facilities.
- Gum and tobacco of any kind (cigarette, cigar, or chewing) are not allowed within the facilities.
- Children 8 and under are required to have responsible supervision.
- Hanging on lane dividers or diving boards is prohibited.
- Swimming in diving areas when boards are in use is prohibited.
- Only one person on the diving board and one person on the ladder at a time.
- Divers **must dive straight** off the board and swim to the nearest side ladder to exit the pool. No exiting under the board.
- Running on diving boards is prohibited.
- The last 10 minutes of each hour is designated as a safety/cleaning break, and everyone must exit the pool at this time.
- The pool manager has the authority to close the pool to accommodate health and/or safety problems. Pools will be closed in the event of equipment failure or when conditions dictate.
- Hanging on or climbing fences is prohibited.
- Failure to obey lifeguard or pool management directions may result in immediate ejection from the facilities with no refund of any fees paid. Repeated failure to comply with these Rules and Regulations may result in forfeiture of membership with no refund.

Additional rules and regulations may be added at any time without notice at the discretion of the Sundance Hills Metropolitan District Board of Directors.

TENNIS COURT RULES:

The Sundance Hills Metropolitan District has an agreement with SF Tennis, a professional tennis instruction organization, for use of the tennis courts and tennis instruction. Paid lessons given by anyone other than SF Tennis are strictly prohibited.

- These courts are owned and maintained by the Sundance Hills Metropolitan District.
- Courts may be used by members of the Sundance Hills Swim and Tennis Club and their accompanied guests only.
- These courts are for tennis ONLY. All other activities are prohibited. Damages for unauthorized activities may be assessed back to the party who caused the damages.
- White-Soled shoes only. No black soles.
- Tennis instruction by permission only.
- Approved instructional programs and scheduled league use are guaranteed priority court time and play.
- Glass containers and smoking are prohibited.
- Please properly dispose of waste.

To report maintenance issues or to acquire a key, please contact the pool office manager during the summer. Otherwise, please contact Mike Draudt at 303-250-2235 or District Manager at (303) 482-1002.

The Sundance Hills Metropolitan District tennis courts will be open for recreational play beginning May 28. All users must be currently registered members of the District, and must comply with all Federal, State and Local regulations, especially, but not limited to, those related to COVID-19 guidelines.

Our goal is to provide a safe and clean environment in conjunction with accommodating the public health orders issued by Tri-County Health Department and Colorado Department of Public Health & Environment, and adhering to the USTA recommendations.

DO NOT PLAY IF YOU ARE EXHIBITING ANY SYMPTOMS OF THE CORONAVIRUS, PLEASE STAY HOME. IT IS CRUCIAL THAT ALL PARTICIPANTS FOLLOW THE NEW PROCEDURES SO THAT OUR FACILITIES CAN REMAIN OPEN.

GROUP RESTRICTIONS

- Groups of four or less per court; or
- Only groups of those from your own household are permitted to play together at one time.

USTA RECOMMENDATIONS

PREPARING TO PLAY

- Wash your hands with a disinfectant soap and water (for 20 seconds or longer), or use a hand sanitizer if soap and water are not readily available, before going

to the court.

- Clean and wipe down your equipment, including racquets and water bottles. Do not share racquets or any other equipment such as wristbands, grips, hats and towels.
- Use new balls and a new grip, if possible.
- Consider taking extra precautions such as wearing gloves and masks.
- If you need to sneeze or cough, do so into a tissue or upper sleeve.
- Avoid touching court gates, fences, benches if you can.

WHEN PLAYING

- Try to stay at least six feet apart from other players. Do not make physical contact with them (such as shaking hands or a high five).
- Avoid touching your face after handling a ball, racquet or other equipment. Wash your hands promptly if you have touched your eyes, nose or mouth.
- Stay on your side of court. Avoid changing ends of the court.
- Remain apart from other players when taking a break.
- If a ball from another court comes to you, send it back with a kick or with your racquet.

AFTER PLAYING

- Leave the court as soon as reasonably possible.
- Wash your hands thoroughly or use a hand sanitizer after coming off the court.
- No extra-curricular or social activity should take place during this time.
- No congregation after playing.

PLEASE CHECK THE DISTRICT'S WEBSITE: www.sundancehillsmetrodistrict.org

FOR UPDATES TO THESE RULES AND RESTRICTIONS, AS THEY ARE DEPENDENT UPON DIRECTIVES FROM OTHER HEALTH AGENCIES, AND COULD CHANGE TO BECOME MORE OR LESS RESTRICTIVE AT ANY TIME.

Additional rules and regulations may be added at any time without notice at the discretion of the Sundance Hills Metropolitan District Board of Directors.

Lesson Programs

SWIM LESSONS:

Group swimming lessons have been canceled for the summer. Members may be able to set up private swimming lessons with lifeguards that are instructor-trained starting mid to end of June.

TENNIS LESSONS

The Sundance Hills Metropolitan District has an agreement with SF Tennis, a tennis professional, for use of the tennis court and tennis instruction. Paid lessons given by any others are strictly prohibited.

Sundance Hills Metropolitan District, through SF Tennis, offers tennis instruction in a variety of formats. Instruction is provided via a tennis professional. Please watch the pool bulletin boards for registration information. Please contact SF Tennis at 719-321-8343 or sftennis6060@gmail.com for more information or www.sftennisdenver.com.

Parties and Facility Rentals

No parties or facility rentals are available at this time and may not be available all season.

SWIM TEAM

The Sundance Hills “Sailfish” Swim and Dive Team will not be held for the 2020 season.

References

CDPHE – CDPHE has released guidelines for pool opening as set forth in the [fifth amended public health order 20-28](#). The order is effective as of June 4th, 2020.

CDC – The CDC has officially addressed aquatic facilities. Their guidelines and recommended practices can be reviewed at <https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>

Tri-County Health Department – We are waiting for official word from Tri-county if they will have any additional input to the CDPHE guidelines

Thanks for your cooperation and participation and stay safe!
The Board of Directors of the Sundance Hills Metropolitan District

**SUNDANCE HILLS METROPOLITAN DISTRICT
FACILITIES AND USE RELEASE AND WAIVER**

I, _____, whose address is _____, for myself, my spouse, my minor children, my guests, and my heirs, legal representatives, executors, and assigns, acknowledge that I have requested permission from the SUNDANCE HILLS METROPOLITAN DISTRICT (the "District") to use the District's facilities, including without limitation the District's swimming pool, the Sailfish Room, the tennis courts, and all related areas (the "District Facilities"), and to participate in or to attend any programs and/or activities the District sponsors or sanctions, wherever they may be held ("District Activities").

NOW, THEREFORE, in consideration of being permitted to use the District Facilities and to participate in District Activities, and having been fully informed of the nature of the District Activities and the risks inherent in using the District Facilities and participating in District Activities, I consent and agree to the terms contained in this Facilities and Use Release and Waiver ("Release"). I also agree that I have reviewed and will abide by the Sundance Hills Pool & Tennis Club Member and Guest Manual.

1. Assumption of Risk. I have independently evaluated and reviewed the risks involved in using the District Facilities and participating in District Activities. I understand that participating in District Activities may involve exercise or physical exertion of varying degrees of difficulty, which may be strenuous and taxing both physically and mentally. I further understand that by participating in District Activities, I run the risk of physical injury, both internal and external, temporary and/or permanent, or the risk of death, and may run the risk of developing mental stress. I determine to engage in District Activities with full knowledge and acceptance of all risks. Fully understanding these risks, I hereby agree to assume full responsibility and liability for the possibility of bodily injury (including death) or property damage which may result from participation in District Activities. Furthermore, I hereby acknowledge that the risks include, among other things: drowning; ice; slipping and falling; tripping; collision with fixed objects or people; the exposure to insects; sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; bumps, scratches, cuts and/or lacerations, abrasions, and bruises; cardiac related illness; permanent disability or death; damage to personal property; exposure to inclement weather, insect or animal bites; exposure to and infection of diseases including without limitation coronavirus disease 2019 ("COVID-19"); and social and economic losses; all of which might result from my action or inaction, the negligence of others, the rules of play, or the condition of the District Facilities or any equipment used thereon; the negligence of other persons who may be present; equipment failure or operator error; my own physical condition, and physical exertion associated with activity.

I further understand: (a) the contagious nature of COVID-19; (b) the possibility of transmission of COVID-19 by breath, physical contact with other persons, and physical contact with objects, structures, and persons within the District Facilities; and (c) that such exposure or infection may result in personal injury, illness, economic loss, permanent liability, or death. I agree that I understand and voluntarily assume the risk of being exposed to or infected by COVID-19 as a result, directly or indirectly, of participation in any District Activities and use of the District Facilities.

Release. I specifically and unconditionally release and discharge the District and its officers, directors, agents, employees, representatives, consultants, lessees, subcontractors (which includes, but is not limited to MPM Recreation & Management, Inc., and its respective officers, directors, employees, contractors, agents, and representatives), successors and assigns (collectively, "Releasees") from any and all liability to me for any and all losses or damages on account of any injury to me, including illness, even injury resulting in death, or to my property, whether caused by negligence of the Releasees or otherwise, related to any and all claims, losses, and demands that may arise during or result directly or indirectly from my use of the District Facilities and/or participation in District Activities.

3. Indemnification. I agree to fully indemnify the Releasees from and against any and all liability, claims, demands, damages, actions, or causes of action whatsoever arising out of any physical or property damage, including illness, loss, or injury while upon the premises of the District Facilities or while participating in or attending any District Activities, or in any way connected to the District Facilities and/or District Activities, whether such loss, damage, or injury results from the negligence of or any other act of the Releasees or from some other cause.

4. COVID-19 Policies. I understand that as a result of COVID-19 there will be specific rules, policies, procedures, and/or regulations (collectively, "Policies") that are implemented by the District with regard to matters such as, but not limited to: (a) the number of persons who can be in the District Facilities at any given time; (b) the hours that the District Facilities will be open for use; and (c) the manner in which members and other persons will be able to access the District Facilities (e.g., an online reservation system).

I hereby acknowledge, understand, and agree to the following:

- A. The Policies may change without prior notice as a result of changes in COVID-19 or information or other guidance that is provided by the federal government, State of Colorado, City of Greenwood Village, Tri-County Health Department, or other governmental agencies.

- B. As a result of the Policies, I may not have access to the District Facilities in the same manner as provided in previous years.
- C. My payment for use of the District Facilities and to participate in District Activities is not contingent upon any minimum amount of use of the District Facilities or District Activities.
- D. If an online reservation system is implemented, it is my responsibility to arrive and leave the District Facilities in a timely and prompt manner.
- E. The fee that I pay for access to the District Facilities and to participate in District Activities will not be subject to deduction, setoff, modification, refund, abatement, or proration, based on any of the following: (i) the amount of time that I use the District Facilities or participate in District Activities; (ii) my inability to make use of the District Facilities or participate in District Activities due to any of the following: inclement weather, sickness, change of mind by me or anyone in my family, other members making online reservations, or any similar matter; or (iii) the temporary or permanent closing of the District Facilities as a result of matters that arise from or relate to COVID-19, which decision shall be made by the District in its sole and absolute discretion.
- F. I will immediately and fully follow the instructions given by any of the lifeguards or any other agent of MPM Recreation & Management or the District.
- G. I will comply with all Policies in effect at any given time, and my failure to do so may result in the revocation of my ability to use District Facilities or participate in District Activities without a refund or proration of my payment.
- H. Based on matters related to COVID-19, there is a risk of being provided CPR, first-aid, or other life-sustaining measures. I know of and understand these risks, and I expressly consent to the lifeguards or other agents of MPM Recreation & Management and the District providing me and my minor children with CPR, first-aid, or other life-sustaining measures as the lifeguards or other agents of MPM Recreation & Management and the District deem necessary and appropriate under the circumstances.

4. Waiver. I hereby expressly waive any right to seek compensation or damages from the District in connection with this Release. Nothing in this Release shall be construed or interpreted as a waiver of the protection granted to the District pursuant to the Colorado Governmental Immunity Act, as amended.

5. Security. The District does not provide security services, patrols or supervision for the use of District Facilities. If an emergency arises during use of the District Facilities, I must request emergency services through 911 and comply with instruction from appropriate emergency personnel and law enforcement. In the instance of any violation of this Release, the District may terminate this Release immediately and without notice, and I may be removed from the premises. If warranted, the District may request law enforcement assistance to ensure compliance with this Release.

6. Use Restrictions. The District and/or its agents reserve the right at all times to enter the District Facilities for the purpose of ensuring compliance with this Release or for any reason whatsoever. Loud music, instruments and other appliances or equipment shall not be operated in a manner to constitute an unreasonable disturbance. Dangerous, flammable, or items of an explosive nature that might increase the danger of fire on District premises or that might be considered hazardous are not allowed on District property. No pets or animals are allowed within the District Facilities, except for service animals. No tobacco, marijuana or drug use is permitted within the District's Facilities. Alcohol may be permitted within the District's Facilities only as permitted by all applicable laws, rules and regulations in effect. Failure to comply with the conditions of this Release and the Sundance Hills Pool & Tennis Club Member and Guest Manual may result in immediate termination of my use of the District Facilities and participation in District Facilities, and expulsion from the District Facilities in addition to pursuit of appropriate charges and claims.

I hereby agree to abide by all rules, regulations and policies of the District as they may be amended from time to time, whether posted or not. I agree and understand that failure to comply with any rules, regulations and/or policies provided by the District, including scheduling and safety policies, as may be amended, for the District Facilities may result in revocation of my privileges to utilize the District Facilities and/or participate in the District Activities, revocation of membership without refund, and/or legal action against me.

7. Extent of Release. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Colorado. I agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable and the parties specifically direct any such court to amend and revise this Release so that the intention of the parties to eliminate or reduce the liability of the District is realized to the extent legally permissible.

8. Survival. This Release is effective immediately and shall survive the termination of my rights to use the District Facilities and participate in District Activities.

9. Knowledge and Consent. I HAVE READ THIS WAIVER COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED

BY LAW. I understand that the District is relying on this Release, and I agree to be legally bound by this Release. In entering this Release, I am not relying upon any oral or written representations made by the District other than what is set forth in this Release.

Signature: _____

Printed Name: _____ Date: _____

[FOLLOWING SECTION FOR USE BY PARENTS ON BEHALF OF MINOR CHILDREN ONLY]

By signing below, I further agree to the provisions of the foregoing Sundance Hills Metropolitan District Facilities and Use Release and Waiver for and on behalf of each of my minor (under age 18) children identified below.

| Printed | Name(s) | of | Minor | Child(ren): |
|---------|---------|----|-------|-------------|
| _____ | | | | |

Signature of Parent: _____

Printed Name of Parent: _____

Date: _____