

**POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

*Adopted and Enforced by
St. Vrain Lakes Metropolitan District No. 1*

Adopted May 8, 2019

Preamble

The Board of Directors (the “Board”) of St. Vrain Lakes Metropolitan District No. 1 (the “District”) has adopted the following Policies and Procedures Governing the Barefoot Lakes Recreation Amenities (as defined herein) pursuant to § 32-1-1001(1)(m), and § 18-9-117, C.R.S., by resolution dated May 9, 2018, to provide for the orderly and efficient conduct of construction, management, operation and control of the public recreational facilities and services of the District (as may be further amended or restated, the “Policies and Procedures”).

The District, pursuant to the provisions of its Consolidated Service Plan, has constructed, is currently constructing, or intends to construct certain recreation amenities that may include a swimming pool (the “Swimming Pool”), a fitness & gathering building (the “The Cove”), a fitness center (the “Fitness Center”), multi-use sports courts (the “Sports Courts”), several community playgrounds (the “Playgrounds”), a lake (the “Lake”), landscaped common areas/open space areas (the “Parks”), and pedestrian trails in common area/open space areas (the “Trails”). The Swimming Pool, the Cove, the Fitness Center, the Sports Courts, and the Playgrounds shall be individually referred to herein as a “Recreation Amenity,” and collectively referred to herein as the “Recreation Amenities.”

As of the adoption of these Policies and Procedures, the District is the current owner and operator of the Recreation Amenities pursuant to certain agreement(s) between and among the St. Vrain Lakes Metropolitan District Nos. 1-4 (collectively, the “Districts”), for the use and benefit of all of the Districts and the residents and property owners thereof. In its capacity as owner of the Recreation Amenities, the District is the party responsible for operation and control of the Recreation Amenities. The Districts have authorized the District to act as the “Operating District” on their collective behalf relative to the financing, construction, operation and maintenance of facilities, and regarding administration of the affairs of the Districts, including the collection, management and expenditure of funds of the Districts. Further, all rules and regulations, and amendments thereto, placed in force by the District, from time to time, concerning the operation of facilities and provision of services shall be fully enforceable in all of the Districts. All references herein to “District Manager” shall refer to an independent contractor, its employees and affiliates, engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

On May 9, 2018, the District adopted policies and procedures governing the Barefoot Lakes Recreation Amenities (the “Prior Policies and Procedures”). Additional Recreation Amenities have since been completed and will be available for use in the near future. Therefore, the District desires

to adopt these Policies and Procedures to amend and restate the Prior Policies and Procedures in their entirety.

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

ARTICLE I ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within District Boundaries. All residents and owners of taxable property within the legal boundaries of the Districts, as amended from time to time ("District Residents" or "Property Owners," as applicable), shall be entitled to use the Recreation Amenities subject to the terms and conditions set forth in these Policies and Procedures. Any household member over the age of sixteen (16) years claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the District Manager upon submission of the forms identified in Article 1.4 hereof in order to receive an access card for use of the Swimming Pool or the Cove ("Access Card"). The District Manager shall, from time-to-time, determine how many active Access Cards may be issued per household at the cost established in the District's Recreation Amenity Fees Schedule, as may be amended from time-to-time, attached hereto as **Exhibit A-6**. Acceptable proof of residency or property ownership may include, but is not limited to: a valid Colorado driver's license or I.D. issued by the Colorado Department of Motor Vehicles, a deed or other conveyance document listing the applicant as an owner of an eligible property, or a current lease listing the applicant as a tenant of an eligible property. The District Manager may accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents or Property Owners is subject to timely payment of all District fees, charges and taxes, and compliance with these Policies and Procedures. In the event that such fees, charges and taxes are not timely paid, or in the event of non-compliance with these Policies and Procedures, such District Residents or Property Owners may not be issued an Access Card, and/or any privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion.

1.2 Persons not within the District Boundaries. All persons not residing or owning taxable property within the legal boundaries of the Districts, as amended from time to time ("Outside Users"), shall be entitled to use the Recreation Amenities as permitted herein. Annual charges for use of the Swimming Pool and the Cove by Outside Users can be found in the current Fee Schedule, attached hereto as **Exhibit A-6**. The Board shall determine and fix the fee to be paid by Outside Users for use of the Swimming Pool and the Cove. All persons desiring access to the

Swimming Pool or the Cove under this Article 1.2 shall pay the Outside Users fee as set forth in the Fee Schedule and complete the Outside User Information Form, attached hereto as **Exhibit A-7**. The District retains the right to limit access to the Recreation Amenities to Outside Users based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the Board, in its discretion. Use of the Recreation Amenities by Outside Users shall be allowed on a first-come, first-served basis in the event of any such limitations. In addition to the timely payment of relevant fees as set forth in this Article 1.2, use of the Recreation Amenities by Outside Users is subject to compliance with these Policies and Procedures. In the event that such fees are not timely paid, or in the event of non-compliance with these Policies and Procedures, such Outside Users may not be issued an Access Card for the Swimming Pool or the Cove, and any privileges for use of the Recreation Amenities may be suspended or revoked, at the District's sole discretion. Outside Users are not authorized to bring guests to the Cove or Swimming Pool.

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

1.4 Issuance of Access Card. All Users who desire to access the Swimming Pool or the Cove shall, on an annual basis, complete (1) either a “Property Owner/Resident Form” or an “Additional Authorized User Form”, in substantially the form attached hereto as **Exhibit A-1** and **Exhibit A-2** respectfully, as well as (2) the “Individual and Parent/Legal Guardian Waiver of Liability and Release Form” (“Release Form”), in substantially the form attached hereto as **Exhibit A-3**, for submission to the District Manager or District Recreation Director. All Users who complete the Property Owner/Resident Form as a resident of the District, as opposed to a property owner within the District, must also present a completed “Assignment of Recreational Rights Form,” in substantially the form attached hereto as **Exhibit A-4**. All Users listed as additional authorized users on the Property Owner/Resident Form shall complete an Additional Authorized User Form. The Release Form must be signed by all Users over the age of 18, individually, and by parents or legal guardians on behalf of any User under the age of 18. If any User is under the age of 12 for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be able to access the Swimming Pool or the Cove without supervision by a parent, legal guardian or responsible adult over the age of 16, and subject to the additional requirements set forth in Section 1.5. Upon adequate presentation of the Property Owner/Resident Form, Additional Authorized User Form, Release Form, Assignment of Recreational Rights Form, as may be necessary, the District Manager shall issue an Access Card to the User who is listed on the Property Owner/Resident Form on behalf of such User’s entire household at a no cost per Access Card. Multiple Users residing within the same household may be entitled to access the Recreation Amenities with the same Access Card. Each household may be issued up to two (2) active Access Cards per household at no cost, each additional Access Cards is shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-6**. Each minor aged 12-17 with a Release Form on file may be issued a Youth Access Card. In the absence of suspension or revocation of any User’s privilege to use the Recreation Amenities, and upon the timely completion of the necessary forms as described in this Section 1.4, renewal of the Access Card shall be provided to all eligible Users on an annual basis. The Access Card shall be utilized

by all eligible Users for access to the Cove and Swimming Pool during permitted times. In the event of a lost Access Card, a User listed on the Property Owner/Resident Form shall be entitled to a new Access Card upon verification that the User, and all Additional Authorized Users, are in compliance with these Policies and Procedures. Lost cards will be deactivated by the District and a fee will be assessed to be issued a new Access Card, as shown on the Recreation Amenities Fee Schedule attached hereto as **Exhibit A-6**.

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

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

1.6 Hours of Operation. Hours of the Cove and Swimming Pool are posted on-site or on the District website. All Parks shall be open sunrise to sundown. The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board in its discretion. Users may contact the District Manager or District Recreation Director for up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District, the District Manager and the District Recreation Director reserve the right to close any Recreation Amenity due to weather conditions, preparation for major events, temporary staffing problems or other reasons. Any such required closing will not result in any adjustments to User fees, charges or taxes. Hours of all Recreation Amenities are subject to change without notice in the sole discretion of the District

1.7 Recreation Amenities Rental. The District may, from time to time and within its sole discretion, allow Users to reserve and/or rent the Recreation Amenities for exclusive private events. Unless stated in writing and approved by the District, rental of any Recreation Amenity shall not give a User exclusive right to use a Recreation Amenity. Additional policies may be adopted by the Board concerning the terms and conditions of such reservations and/or rentals, inclusive, without limitation, of permitted times of rentals and rental charges and deposits.

ARTICLE II MISCELLANEOUS

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

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

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

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

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

2.6 Food and Drink. Food and non-alcoholic drinks are permitted in the Recreation Amenities. Glass containers are absolutely prohibited in the Recreation Amenities. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

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

ARTICLE III ENFORCEMENT

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

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

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Recreation Director or District Manager is authorized to use all reasonable means he or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities and barred from further privileges to use the Recreation Amenities without the necessity of any action of the Board, for a time period to be determined by the District Manager, but not to extend beyond the next regular meeting of the Board at which a quorum of Directors are present. All such removals shall be reported to the District Manager. Disorderly, criminal or offensive conduct may also be reported to local law enforcement in the discretion of the District's authorized representative(s) or the District Manager, and criminal penalties, including fines and/or incarceration, may result.

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

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

The Board shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures as it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a User and/or User's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the Board.

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

CONTACT INFORMATION FORM – RECREATION AMENITIES

St. Vrain Lakes Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 West Eisenhower Boulevard
Loveland, Colorado 80537
Attention: District Manager
(970) 617-2466 (phone)

updates@svlmd-barefootlakes.com

**EXHIBIT A OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

FORMS

EXHIBIT A-1
Property Owner/Resident Information Form

**St. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
PROPERTY OWNER/RESIDENT FORM**

Property Address: _____

Owner/Resident Last Name: _____ Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

2nd Owner/Resident Last Name: _____ 2nd Owner/Resident First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

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

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

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

ADDITIONAL AUTHORIZED USERS

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

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

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

Authorized User Name	Sex	Relationship	Birthdate
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____
_____	M / F	_____	_____

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

[To be completed by District office]

Type of Document Used to Confirm Ownership/Resident Status

Additional Comments regarding Ownership/Resident Status

EXHIBIT A-2
Additional Authorized User Form

**St. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
ADDITIONAL AUTHORIZED USER FORM**

All adult Additional Authorized Users must complete this form AND be listed on a Property Owner Form AND sign a Waiver and Consent Form in order to access the Recreation Amenities.

USER INFORMATION:

Last Name: _____ First Name: _____

Home Phone: _____ Work/Cell Phone: _____

Residence Address: _____

Relationship to Property Owner: _____

(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)

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

2nd Person Last Name: _____ 2nd Person First Name: _____

Home Phone: _____ Work/Cell Phone: _____

Relationship to Property Owner: _____

(Examples: Tenant/Renter, Nanny, Grandparent/Grandchildren)

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

Emergency Contact: _____ Telephone: _____

(Not Immediate Family)

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

MANDATORY INFORMATION ON PROPERTY OWNER AUTHORIZING USE:

Address of Property Owner Authorizing Use:

(In-District Address)

Owner Last Name: _____ Owner First Name: _____

Owner Home Phone: _____ Work/Cell Phone: _____

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

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

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

Every person, or a parent/legal guardian of a person under the age of 18, desiring to use or participate in activities on/in/around a St. Vrain Lakes Metropolitan District No. 1 (the "District") recreational amenity including, but not limited to swimming facilities, the Cove, playgrounds, parks and trails (each a "Facility" and together the "Facilities") must complete this Waiver of Liability and Release Form.

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

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

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

You agree to indemnify and hold the District, its officers, employees, agents, consultants and representatives (including Barefoot LLC), harmless from any claim, liability, damage, loss or injury (including death) which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity on/in/around Facilities owned by the District. 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 the District. You further agree to release, waive and discharge, and covenant not to sue the District, its officers, employees, agents, consultants representatives, and contractors. 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 the District. This release of liability and indemnity applies to you, the undersigned, your child/ward, as well as any of your personal representatives, assigns, heirs and next of kin.

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

<hr/>	<hr/>	<hr/>	<hr/>
User Name	Date of Birth	Signature of User/Parent/Guardian	Date
<hr/>	<hr/>	<hr/>	<hr/>
User Address	City, State, Zip Code	Telephone number	

EXHIBIT A-4
Assignment of Recreational Rights

ASSIGNMENT OF RECREATIONAL RIGHTS

Property Address: _____

Owner Last Name: _____ Owner First Name: _____

Home Phone: _____ Work/Cell Phone: _____

I, on behalf of all owners of the above referenced property, hereby temporarily assign any right to receive an Access Card to the Cove and Swimming Pool within St. Vrain Lakes Metropolitan District No. 1 to _____(name of assignee), through _____(termination date).

This Assignment may be revoked at any time, in the sole discretion of the owner, upon written notice to St. Vain Lakes Metropolitan District No. 1.

Signature of Owner

EXHIBIT A-5
Rental Request Form

St. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
RENTAL REQUEST FORM
rec@svlmd-barefootlakes.com

Today's Date _____ Date of Function _____

Name _____

Phone Work/Cell _____ Home _____

Email Address _____

Address _____

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

_____	The Cove Party Room \$50/hour Total \$ _____	Refundable damage deposit \$500 Max number of people 75
_____	Alcohol Fee \$25/hr Total \$ _____	Additional fee if alcohol is being served in the Cove Party room
_____	The Cove Kids Room \$25/hr Total \$ _____	Refundable damage deposit \$100 Max number of people 25
_____	The Cove Patio \$25 per hour Total \$ _____	Refundable damage deposit \$100 Patio available only in concurrence with rental of the Cove Party Room or Kids Room.
_____	The Cove Event Lawn \$50 per hour Total \$ _____	Refundable damage deposit \$100 Event Lawn available only in concurrence with rental of The Cove Patio and Cove Party Room or Kids Room.
_____	Exclusive Pool Parties \$25 per guard/hour Total \$ _____	Refundable damage deposit \$100 2 week advance notice is required 1 guard for every 20 people is required Available only 8-9pm in concurrence with rental of the Cove Party Room or Kids Room
_____	Pool Parties \$25 per guard/hour Total \$ _____	Refundable damage deposit \$100 2 week advance notice is required 1 guard for every 20 people is required

Grand Total \$ _____ Type of Function: _____

Guests: _____ Start/End Time of Function: _____

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

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

User Fees	
Group Exercise Classes	\$ 5.00
Private Swim Lessons	\$25.00/lesson
Group Swim Lessons	\$67.00/session
Access Cards (two provided for free) - Additional/Lost/Stolen	\$15.00

*Access Cards applies to Annual Pass holders as well

Outside User Fees	Youth Guest (5-17 yrs old)	Adult Guest (18-59 yrs old)	Senior Guest (60+)
Guest Pass (Daily Fee) The Cove & Swimming Pool Access Only	\$ 5.00	\$ 10.00	\$ 5.00
15 Visit Pass The Cove & Swimming Pool Access Only	\$ 45.00	\$ 75.00	\$ 45.00
Annual Pass All Barefoot Lakes Amenities	\$ 200.00	\$ 300.00	\$ 200.00
Group Exercise Classes	\$ 5.00	\$ 5.00	\$ 5.00

Rental Fees	Hourly Rental Rate	Additional Fees	Deposit
The Cove Party Room (two hour rental minimum)	\$ 50.00	Alcohol Fee (\$25/hr to cover security)	\$ 500.00
The Cove Kids Room (two hour rental minimum)	\$ 25.00		\$ 100.00
The Cove Patio * Patio only allowed w/rental of The Cove Party Room or Kids Room	\$25		\$ 100.00
The Cove Event Lawn *Only allowed w/ rental of The Cove Patio and Cove Party Room or Kids Room	\$50		\$500.00
Exclusive Pool Party (8pm-9pm) *only allowed w/rental of the Cove Party Room or Kids Room	N/A	\$25/per guard required 1 guard required for every 20 people	\$ 100.00
Pool Party Permit	N/A	\$25/per guard required 1 guard required for every 20 people	\$ 100.00

EXHIBIT A-7
Outside User Information Form

**St. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
OUTSIDE USER INFORMATION FORM**

Home Address: _____

User Last Name: _____ User First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

2nd User Last Name: _____ 2nd User First Name: _____

Home Phone: _____ Work/Cell Phone: _____ Birthdate: _____

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

Emergency Contact: _____ Telephone: _____
(Not Immediate Family)

NOTE: Minors must be accompanied by a User unless a Minor Release Form is on file with the District Manager.

EACH OUTSIDE USER MUST ALSO SIGN A WAIVER AND CONSENT FORM

[To be completed by District office]

Confirmation of Outside User Fees Paid:

Additional Comments regarding Outside User Status

**EXHIBIT B OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

LAKE USE POLICY

1.1. Lake Use Prohibited. The Board of Directors for St. Vrain Lakes Metropolitan District No. 1 issued a Resolution Regarding Adoption of Lake Use Policy on August 8, 2017, attached hereto as **Exhibit B-1**, prohibiting recreational use of the Lake, including, but not limited to swimming, water sports, and the use of water apparatus such as boats, kayaks or paddle boards.

1.2. Use Prohibited Until Further Notice. Until such time as the District has established a satisfactory water quality baseline standard, adequate access is provided to the Lake, and the Resolution is rescinded or amended, no recreational use of the Lake shall be permitted.

1.3. Violations of Policy. Any violations of the rules set forth in this Resolution may be enforced by the District as more fully set forth in the Rules and Regulations.

EXHIBIT B-1
RESOLUTION OF BOARD OF DIRECTORS REGARDING
ADOPTION OF LAKE USE POLICY

**EXHIBIT C OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

PARKS AND COMMUNITY PLAYGROUND USE POLICY

1.1. Park Use. Any existing or future playground equipment, recreational amenity, athletic equipment, pavilions, gazebos, turf fields and related amenities at the Parks are available for general, informal use by Users and subject to these Policies and Procedures. Commercial use of Parks and Playgrounds is prohibited without the prior written consent of the District Manager. NOTE: This policy does not pertain to Peninsula Park which is owned and operated by the Town of Firestone, not the District.

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

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

1.4. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Playgrounds, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Playgrounds or in the Parks. The consumption of alcohol on or around the Playgrounds or in the Parks is prohibited.

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

1.6. Food and Drink. Food and non-alcoholic drinks are permitted on the Playgrounds. Glass containers are absolutely prohibited on the Playgrounds. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

1.7. Pets. All pets must be accompanied by a User capable of controlling the pet and must be on a leash at the Playgrounds. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals on the Playgrounds.

1.8. Prohibited Activities. The following activities are prohibited within the Parks:

1.8.1. Placing or posting signs.

1.8.2. Camping overnight.

1.8.3. Entering or remaining in the Parks after such facilities are closed as indicated on the posted hours of operation.

1.8.4. Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.

1.8.5. Failing or refusing to pick up any animal waste caused by an owned pet or other domestic animal.

1.8.6. Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.

1.8.7. Operating remote control or control-line devices in the air, on or in the water, or on the ground.

1.8.8. Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.

1.8.9. Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.

1.8.10. Smoking in areas other than designated smoking areas.

1.8.11. Playing or practicing golf or archery.

1.8.12. Bringing into, possessing, or having any glass bottle or container.

1.8.13. Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.

1.8.14. Conducting any private enterprise.

1.8.15. Parking motor vehicles overnight.

1.8.16. Selling, serving, dispensing, possessing or consuming any alcoholic beverages.

1.8.17. Blocking, closing off, or impairing access to any trails or facilities.

1.8.18. Hunting, shooting, killing, injuring, trapping or maiming any animal.

1.8.19. Permitting any livestock to graze.

1.8.20. Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.

1.8.21. Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.

1.8.22. Disposing or dumping of trash or waste.

1.8.23. Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.

1.8.24. Building a fire.

1.8.25. Operating unauthorized motor vehicles.

1.8.26. Possessing a weapon, unless authorized pursuant to § 18-12-214, C.R.S., or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other projectile or bladed weapon.

1.8.27. Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

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

3.4 Compliance. All Users and members of the general public shall obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

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

3.6 Public Use. Except for certain reservations as set forth in this Policy, all open turf areas and other open space within the Parks are intended for spontaneous play, recreational use, and picnics. Users shall report all broken or damaged equipment to the District Manager, as well as any other items, such as broken glass, which could be hazardous or harmful to persons utilizing these areas. No motorized bikes or vehicles are allowed in the Parks or on the bike paths.

**EXHIBIT D OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

TRAILS USE POLICY

1.1. Trail Use. Any existing or future trails, common area pathways and related amenities (the “Trails”) are available for general, informal use by Users and the general public. Commercial use of Trails is prohibited without the prior written consent of the District Manager.

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

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

1.4. Smoking, Drugs and Alcohol. Smoking is not permitted within twenty-five (25) feet of the Trails, and the use of marijuana or illegal drugs is not allowed and shall not be permitted on or around the Trails. The consumption of alcohol on or around the Trails is prohibited.

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

1.6. Food and Drink. Food and non-alcoholic drinks are permitted on the Trails. Glass containers are absolutely prohibited on the Trails. Users shall clean up after themselves and dispose of all waste in the appropriate trash and/or recycling receptacles.

1.7. Pets. All pets must be accompanied by a User capable of controlling the pet and must be on a leash on the Trails. All Users are responsible for cleaning up after their pets. Notwithstanding the foregoing, nothing contained herein shall prevent Users from being accompanied by lawfully-licensed disability-related assistance animals on the Trails.

1.8. Prohibited Activities. The following activities are prohibited within the Trails:

1.8.1. Placing or posting signs.

1.8.2. Camping overnight.

1.8.3. Entering or remaining on the Trails after such facilities are closed as indicated on the posted hours of operation.

1.8.4. Depositing, leaving or burying refuse, trash or litter except in designated trash receptacles.

1.8.5. Installing any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies.

1.8.6. Operating remote control or control-line devices in the air, on or in the water, or on the ground.

1.8.7. Using any amplified sound system that produces audible sound beyond a radius of twenty-five (25) feet.

1.8.8. Sticking or placing any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.

1.8.9. Playing or practicing golf or archery.

1.8.10. Discharging explosives or fireworks or operating launch model rockets or other devices which may have an explosive charge.

1.8.11. Conducting any private enterprise.

1.8.12. Parking motor vehicles overnight.

1.8.13. Blocking, closing off, or impairing access to any Trails or facilities.

1.8.14. Hunting, shooting, killing, injuring, trapping or maiming any animal.

1.8.15. Permitting any livestock to graze.

1.8.16. Destroying, vandalizing, defacing or damaging any buildings, structures, signs, equipment, fences, gates or locks regulating access.

1.8.17. Entering, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.

1.8.18. Straying from the designated Trails.

1.8.19. Disposing or dumping of trash or waste.

1.8.20. Removing, cutting down, and disfiguring rocks, trees, shrubs or other features of the natural environment.

1.8.21. Building a fire.

1.8.22. Operating unauthorized motor vehicles.

1.8.23. Engaging in any illegal or illicit activity, as prohibited by applicable Federal, State or local law, regulation or ordinance.

1.9. Outside Restrooms. Certain of the Trails have, or may soon have, outdoor restrooms that automatically unlock at sunrise and lock at sundown. Additional rules and regulations regarding the outside restrooms may be posted in and around the restrooms in the sole discretion of the District.

1.10. Compliance. All Users and members of the general public shall obey these Policies and Procedures in addition to any order, rule or regulation of the District and the instructions of any sign posted by the District.

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

**EXHIBIT E OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

THE SWIMMING POOL AND THE COVE

**ARTICLE I
SWIMMING POOL**

1.1 Picture ID Required. All Users over the age of 16 shall be required to have a picture ID available at all times in the Swimming Pool in order to allow lifeguards to verify eligibility as a User.

1.2 Hours of Operation. Hours of the Swimming Pool are posted onsite or on the District's website.

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

1.4 Lifeguards. Lifeguards will be attending the Swimming Pool area during normal hours of operation. The absence of at least two (2) lifeguards at the Swimming Pool shall result in the closure of the Swimming Pool. Notwithstanding the presence of lifeguards at the Swimming Pool, or lack thereof, Users shall utilize the Swimming Pool at their sole risk.

1.5 Flotation Devices. No swimmers dependent upon any flotation device shall be permitted in the Swimming Pool unless accompanied (in the water) and directly supervised by a responsible adult over the age of 16. All persons may be asked to demonstrate their swimming ability. "Direct supervision" (within arm's reach) as used herein shall mean that the parent, legal guardian or other adult is in the water with swimmers requiring such supervision, or within the Swimming Pool fence, not more than ten (10) feet from the water and facing the direction of the swimming facilities. All individuals that will be in water greater than chest deep may be subject to a swim test.

1.6 Children. No User under the age of 12 shall use the Swimming Pool unless accompanied by a parent, legal guardian or other adult over the age of 18, as listed on the Property Owner/Resident Information Form; or a minor aged sixteen (16) or older, as authorized on the Minor Release Form. Any User between the ages of 12 and 18, who may independently access the Swimming Pool without a parent or legal guardian as set forth in this Section 1.5, shall pass a swim test to the sole satisfaction of the District Recreation Director or assigned staff prior to any such access. If any User is between the ages of twelve (12) and eighteen (18) years for any portion of the year in which the Property Owner/Resident Form and Release Form are submitted, such User shall not be permitted to use the Swimming Pool without supervision by a parent or legal guardian unless such parent or legal guardian has submitted a Minor Release Form, in substantially the form attached hereto as **Exhibit E-1** for such year in question. All individuals who are not yet potty-trained or are otherwise unable to control their bladder shall wear swim diapers or swimsuits with built in swim diapers when utilizing the Swimming Pool.

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

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

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

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

ARTICLE II THE COVE

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

2.1.1 Use of Event Lawn. The Event Lawn may only be used in conjunction with rental of the Cove. Users desiring to use the Event 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 the District's Board of Directors. Setup of any such amenities on the Event Lawn shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.

2.1.1 Use of the Fire Pits. Use of the Fire Pits. There are two gas-fueled fire pits in the open space outside of the Cove. Both fire pits are available for general, informal use by Users and the general public on a first-come first-served basis, provided the fire pit on the Cove patio area has not been previously reserved in conjunction with rental of the Cove, and subject to these Policies and Procedures. The rules for use of the fire pits are posted on-site.

2.1.2 Limitations on the Ongoing Use of the Cove. Except as otherwise stated herein, Users shall be prohibited from renting the Cove on an extended or continuing basis for ongoing purposes. Such rentals have the ongoing effect of precluding and preventing the Cove usage by other permitted Users. Whether a proposed use is extended or continuing shall be determined by the District 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 Cove 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 Cove shall not be permitted for any religious or political usage.

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

2.3 Capacity of Cove. Town of Firestone fire codes mandate that legal capacity of the Cove be limited to 277 persons. No rentals of the facility shall be allowed for greater than 277 persons in attendance.

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

2.5 Rental Rates. The rental rates and Security Deposit for the Cove amenities available for rent will be established by the District 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 Cove reservations.

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

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

2.8 Application for Permit. A completed Rental Request Form (**Exhibit A-5**), Cove Rental Agreement (**Exhibit E-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 Cove. The blank Applicant Waiver of Liability and Release Form is attached hereto as **Exhibit E-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 Cove:

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 the District.

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 The District 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 Cove 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 Cove.

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 the District 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 Cove.

2.10.4 If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Cove 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 Cove 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 the District for any claims, actions, or suits brought by third-parties against the District 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 District 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 Cove rental privileges for twelve (12) months.*

EXHIBIT E-1
Minor Release Form

**St. VRAIN LAKES METROPOLITAN DISTRICT NO. 1
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors between the ages of 12 and 17: **(Please note each child under 18 years of age will need to pass a swim test before he/she will be allowed to swim unaccompanied.)**

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 St. Vrain Lakes Metropolitan District No. 1 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. St. Vrain Lakes Metropolitan District No. 1 (the "**District**") 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 the District'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 District Manager in the event that said minor disregards or otherwise violates any District 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 E-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 St. Vrain Lakes Metropolitan District No. 1 (the "District") 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, the District'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 District 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 THE DISTRICT, 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 THE DISTRICT 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 DISTRICT FOR ANY AND ALL LIABILITY INCURRED AS A RESULT OF SERVING OR SUPPLYING INTOXICATING BEVERAGES ON DISTRICT 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 E-3

The Cove Room Rental Agreement

THE COVE ROOM RENTAL AGREEMENT

ST. VRAIN LAKES METROPOLITAN DISTRICT

The Cove Rental Agreement (this “**Agreement**”) is made this ____ day of _____, 20__, by and between ST. VRAIN METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and _____ (the “**User**”), an individual residing in the County of Adams, State of Colorado, at:

Address: _____

City, State, Zip: _____

Phone: _____

RECITALS

WHEREAS, the District is the owner and/or operator of a community center (the “**Cove**”) serving the residents of the District, in Weld County, Colorado, which is subject to the Policies and Procedures Governing the Barefoot Lakes Recreation Amenities, adopted _____, 2019, and as subsequently amended (the “**Policies and Procedures**”); and

WHEREAS, the User desires to reserve the Cove 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 Cove (the “**Event Lawn**”) during the Event in the following ways: _____
_____; and

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

WHEREAS, the District desires to allow the User to reserve the Cove 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 District and the User hereby agree as follows:

COVENANTS AND AGREEMENTS

1. Availability. District -sponsored programs and activities have priority of use of District 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 Cove for this event is subject to: (a.) The District's Rules and Regulations, (b.) being in good standing with the District 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 District will obtain a contract for the services with a security provider, and User will be responsible for all costs related thereto.

5. Use of Cove. 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 Event Lawn are reserved under this Agreement. The other areas of the Cove are not reserved under this agreement, and may be used by District Residents on a first come first served basis. Use of the Event Lawn must be approved by the District'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 District 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 Barefoot Lakes 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 utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods. Upon conclusion of the event, the Room and the Cove 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 Cove and report any issues with the condition of the Cove 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 District staff before the event begins. Failure to report any and all damage or issues with the condition of the Cove in the Inspection Report, if any, shall be deemed full agreement and acceptance by the User of the condition of the Cove 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 District representative will perform an inspection of the Cove. The District shall be entitled to take such actions as required to restore the Cove to its condition immediately preceding the event, and the User shall be responsible for all costs and expenses incurred by the District related to such actions.

9. Damage/Security Deposit. At the time of execution of this agreement, the User shall deliver to the District 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 Cove following the Event. Prior to the end of the Rental Period, User shall clean and perform an inspection of the Cove, and complete the Cleaning/Inspection Checklist. The User agrees that if, in the sole judgment of District staff, the District must incur costs to restore the Cove or any of the District’s facilities to its/their pre-event condition, the District 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 District 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 District 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 District. The District 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 District shall issue a check and receipt to the User for such portion of the Deposit, if any, as remains after the District 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 District 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 Cove.**

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 Cove 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 Cove 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 District and its agents for any claims, actions, or suits brought by third-parties against the District 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 District 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 Cove rental privileges for twelve (12) months.**

11. Smoking. The User acknowledges that the Cove and Pool areas are NON-SMOKING facilities. No smoking is allowed anywhere within the Cove and the fenced areas of the Pool, or within twenty-five (25) feet of the Cove, 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 Cove in accordance with the following rules. The express statement of any rule below shall in no way diminish the rights of the District or the duties of the User as set forth in the remainder of this Agreement.

a. The User is responsible for confirming that all Cove doors are secure and locked prior to leaving the Event, and for arranging for such cleanup and repairs as are necessary to restore

the Cove to its condition immediately preceding the Event. The Cove 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 District facility at any time.

c. No helium balloons are permitted.

d. Set up of any tents, bounce houses or other such amenities shall not utilize stakes or other tools driven into the ground and shall instead use sandbags, water-bags, or similar surface-only methods.

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 Cove or the immediately surrounding area.

h. Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security) and the Aurora Police department shall have authority to close the Cove to public and private activities.

i. Town of Firestone fire codes mandate the legal capacity of the Cove. 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 District 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 District 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 District 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 District'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 District staff. Further, any such violation may preclude the User from using District facilities in the future, in the discretion of the Board or District staff. The District shall have all rights available under law and the District's governing documents for enforcement of the provisions of this paragraph.

18. Penalty for Exceeding Rental Period. The User shall have use of the Cove 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 Cove 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 District 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 District and shall constitute a lien against the real property of the User existing within the boundaries of the District.

19. Disorderly or Offensive Conduct. During the course of the Event, the District 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 Cove; 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 Cove or any other District facility.

In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District, 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 Cove and barred from further privileges to use the Cove during the course of the Event, without the necessity of any action of the District's Boards of Directors. All such removals shall be reported to the District Manager. In the event that the offending party is the User, the District, 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 Cove, 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 District. More than twenty-one (21) days prior to the day of the Event, the District may terminate this Agreement for any reason by written notice to the User. The District may terminate this Agreement within twenty-one (21) days prior to the day of the Event by written notice to the User if the District, in its sole reasonable discretion, determines that use of the Cove 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 District 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 District 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 District. 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 Cove 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 District shall be billed to Users account, and such amounts shall become part of the charges due by the User to the District and shall constitute a lien against real property of the User existing within the boundaries of the District.

21. Indemnification.

a. The District shall not be liable for any claims or demands of any kind arising out of the User's use or occupancy of the Cove and/or use of the Event Lawn, 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 Cove and/or Event 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 District, 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 Cove and/or Event Lawn or while the User, or User's guests, invitees, employees, agents and/or contractors are in route to or from the Cove, 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 District, 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 Cove and/or Event Lawn by the User for the Event.

c. The User has agreed and by these presents does agree to indemnify and forever hold the District, 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 Cove during and after the Event.

d. The User has agreed and by these presents does agree to indemnify and forever hold the District, 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 District'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 Cove and/or Event 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 District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District 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 Cove and/or Event Lawn 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 District. Failure to fully comply with the terms and conditions of this Agreement and all rules and regulations of the District 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.

**ST. VRAIN LAKES METROPOLITAN DISTRICT
NO. 1**, a quasi-municipal corporation 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 free of trash and swept (if necessary)

_____ 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 F OF
POLICIES AND PROCEDURES GOVERNING THE
BAREFOOT LAKES RECREATION AMENITIES**

SPORTS COURTS

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

1.2. Use of the Sports Courts. Sports Courts are available to Users and their guests and are open on a first-come, first-served basis, unless and until the District deems reservations are warranted. Continuous use of the Sports Courts is limited to one (1) hour. The Pickle Ball Court may be reserved by signing up on the on-site signup sheet. Users may reserve up to one hour at a time on the Pickle Ball Court, and may reserve additional one hour slots, so long as the reservation is at least two hours later than the end of the User’s previous one hour reservation.

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

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

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

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

1.6.1. Sports Courts are open dawn to dusk.

1.6.2. Shoes with non-marking soles must be worn on Sports Courts.

1.6.3. Rollerblades, skateboards, bicycles and strollers are not permitted.

1.6.4. Pets are not permitted on Sports Courts.

1.6.5. All lessons must be approved by the District.

1.6.6. Sports Courts may be used on a first-come, first-served basis.

1.6.7. Smoking, the use of marijuana, and the use of illegal drugs within the court fence or within 25 ft. of the Sports Courts are prohibited.

1.6.8. No food of any kind may be brought within the Sports Court enclosures.

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

1.6.10. Alcoholic beverages are NOT permitted.