

**BRIGHTON CROSSINGS OPERATIONS BOARD
WAIVER AND CONSENT FORM**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself, my children, if any, as well as my guests (as applicable), desire to participate in volunteer activities on property owned or operated by any of the Brighton Crossing Metropolitan District Nos. 4-8 and/or the Brighton Crossings Operations Board (collectively, "Brighton Crossings") for the benefit, use and enjoyment of the residents and property owners of Brighton Crossings and non-Brighton Crossings users, as applicable, and recognize the possibility of physical injury and loss associated with volunteer activities, including, but not limited to digging, trash pickup, repairs, maintenance and any harm resulting from tools or structures located there or used in the activities. I agree that I, and my children, will abide by all rules, regulations, and policies of Brighton Crossings, and release Brighton Crossings from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of Brighton Crossings' property.

I, as an adult participant, and for and on behalf of my participating children, if any, and my guests agree as follows:

1. To release and not to sue Brighton Crossings, their directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses, including attorneys' fees and costs (hereinafter collectively a "Claim") for any injury, damage, death or other loss incurred by me or my children in any way connected, directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of Brighton Crossings by me or my children. Included in the foregoing are Claims related to coronavirus ("COVID-19"), which virus is further described below. I hereby waive all Claims I or my children may have against Brighton Crossings and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against Brighton Crossings as a result of any injury, damage, death or other loss suffered by me, my children, my guests; and
2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) Brighton Crossings, their representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims, including those related to COVID-19: (a) brought by or on behalf of me, my children or a family member, my guests, for any injury, damage, death or other loss in any way connected with participation in activities and/or use of Brighton Crossings' property by me or my children; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by my own conduct of that of my children, in the course of participating in activities, and/or using Brighton Crossings' property.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children to use Brighton Crossings' property with full knowledge and acceptance of the risks. I understand that Brighton Crossings does not provide insurance coverage for accidents or injury sustained by me or my children. I agree that use of Brighton Crossings' property and participation in activities or events at Brighton Crossings' property shall be undertaken by me and my children at our sole risk, and Brighton Crossings shall not be liable for any injuries or any damage, or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

Brighton Crossings shall not be responsible or liable for articles damaged, lost, or stolen, in or about Brighton Crossings' property, or for loss or damages to any property including but not limited to automobiles and the contents thereof.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from Brighton Crossings' negligence, and includes claim(s) for personal injury or wrongful death (including claim(s) related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

This Release, Waiver and Indemnity Agreement also includes any and all claim(s) relating to COVID-19. Brighton Crossings wants to make sure that you understand the potential risks of COVID-19 before you decide to use Brighton Crossings' property. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Methods of transfer include, but are not limited to, physical contact, contact through breath, and contact with stable surfaces. Additional Information about COVID-19 and COVID-19 symptoms may be found at <https://www.cdc.gov/coronavirus/2019-ncov/index.html> and <https://covid19.colorado.gov/about-covid-19>. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and you assume all such risks and dangers, whether or not described here, known or unknown. By signing this Release, Waiver and Indemnity Agreement:

1. I agree that I, my children or a family member will only use Brighton Crossings' property and participate in activities on Brighton Crossings' property while in good health and free of COVID-19 symptoms, including, but not limited to, fever, cough, or shortness of breath.
2. I recognize and acknowledge the contagious nature of COVID-19 and the threat that COVID-19 poses to the health of individuals, and I voluntarily and knowingly assume the risk that I, my children, a family member, and my guests, may be exposed to or infected by COVID-19 on Brighton Crossings' property, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 on Brighton Crossings' property may result from the actions, inactions and/or omissions of myself and/or others.

I hereby attest that I have (1) carefully read, understand, and voluntarily sign this document and the above disclaimer, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives, subrogors and estate; and (2) that I have received, read and understand Brighton Crossings' rules, regulations, policies and procedures governing Brighton Crossings' property.

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date