

**EXERCISE AND RECREATIONAL  
PARTICIPANT'S WAIVER, CONSENT, RELEASE AND INDEMNIFICATION  
WARNING**

THIS IS A LEGAL DOCUMENT WHICH AFFECTS SUBSTANTIAL LEGAL RIGHTS.  
YOU SHOULD READ AND FULLY UNDERSTAND IT BEFORE SIGNING.  
YOU HAVE THE RIGHT TO HAVE IT REVIEWED BY AN ATTORNEY OF YOUR CHOICE.

**A. WARRANTY OF FITNESS AND AGREEMENT TO DISCLOSE**

THE UNDERSIGNED Participant hereby warrants to the Cherry Knolls Swim and Tennis Club (Association) that the Participant is in good physical condition with no undisclosed illnesses or physical impairment which would preclude participation in use of the Association's Pool facilities for exercise, including lap swimming, or recreational purposes. The Participant agrees to fully disclose to the Association any physical or mental conditions which might adversely impact such participation and to fully discuss any reasonable accommodation which may facilitate participation.

**B. RELEASE OF LIABILITY AND INDEMNIFICATION**

IN CONSIDERATION of being allowed to participate in the activities described below, Participant hereby assumes full responsibility for all risk of personal injury of any magnitude, including death, due to participation, weather conditions, facility use and condition, and/or conduct of other participants in the designated activity. Participant hereby forever and absolutely releases and agrees to hold harmless the Association and all officers, directors, employees, representatives, agents or others involved in the activities in which Participant is to be involved, from any and all claims, demands, and liabilities which may arise out of Participant's participation in the designated activity.

Participant acknowledges and understands that the participation in the activity described below involves risk of physical and/or emotional injury or damage and that participation is knowingly and voluntarily undertaken.

Participant further agrees that no suit, claim or other action will be commenced or maintained against the entities or individuals released hereunder and that in the event of any such suit, claim or action, the Participant will fully indemnify and hold harmless the Association or named entities or individuals released hereby.

**C. CODE ACCESS**

I understand the lock box code is a confidential number allowing only myself access to the pool. It is illegal to share that code with any other members. I understand that I will be held responsible if anything should happen to any swimmers I allow into the pool. The pool denies any responsibility if the code is shared.

**D. ACTIVITY PARTICIPATION**

I, \_\_\_\_\_, who reside at \_\_\_\_\_, Centennial, Colorado, hereby request to participate in \_\_\_\_\_ Lap Swim \_\_\_\_\_, an activity which uses facilities operated by the Association. I certify that I am eligible by ownership or residence to participate in the activity. I certify that my date of birth is \_\_\_\_\_. (required).

Phone Number \_\_\_\_\_ & e-mail \_\_\_\_\_(required).

I CERTIFY THAT I HAVE READ AND UNDERSTAND ALL OF THE FOREGOING SECTIONS OF THIS DOCUMENT. I UNDERSTAND THAT BY SIGNING, I AM GIVING UP CERTAIN LEGAL RIGHTS.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

**Return the signed waiver to the pool mailbox: CKST, 3601 E. Costilla Place, Centennial, CO 80122**

**You will be contacted with the lock box code once your signed waiver is received.**