

**RESOLUTION ADOPTING
THE
2024 AMENDED AND RESTATED POLICIES AND PROCEDURES
GOVERNING THE RECREATION AMENITIES OF
BEACON POINT METROPOLITAN DISTRICT**

A. The Beacon Point Metropolitan District (the "**District**") is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes ("C.R.S.").

B. Pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district".

C. The District previously adopted the Amended and Restated Rules and Regulations Governing East Plains Metropolitan District, Beacon Point Metropolitan District and High Plains Metropolitan District and Amended and Restated Policies and Procedures Governing the Recreation Amenities of East Plains Metropolitan District, Beacon Point Metropolitan District and High Plains Metropolitan District, by a joint resolution on October 20, 2006. (the "**Prior Rules, Regulations and Policies**").

D. On September 1, 2010, the District adopted the Second Amended and Restated Rules and Regulations (the "**2010 Amended Rules and Regulations**") which superseded in their entirety the Prior Rules, Regulations and Policies.

E. On January 12, 2022, the District adopted the Third Amended and Restated Rules and Regulations (the "**Amended Rules and Regulations**") which superseded in their entirety the 2010 Amended Rules and Regulations.

F. The Amended Rules and Regulations contained, at Exhibit D, the Policies and Procedures Governing the Recreation Amenities (the "**Recreation Amenities Rules**"), which may be amended from time to time.

F. On June 14, 2023, the District adopted the Amended and Restated Recreation Amenities (the "**Amended Recreation Amenities Rules**").

G. The District wishes to amend and restate the Amended Recreation Amenities Rules in their entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BEACON POINT METROPOLITAN DISTRICT:

1. The Recreation Amenities Rules adopted on June 14, 2023 are hereby amended, restated and superseded in their entirety and the Board hereby adopts the 2024

Amended and Restated Recreation Amenities Policies and Procedures (the “2024 Amended Recreation Amenities Rules”) as set forth on Attachment A, effective February 29, 2024.

2. Exhibit D to the Third Amended and Restated Rules and Regulations Governing the District is hereby deleted and replaced in its entirety with the 2024 Amended Recreation Amenities Rules.
3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

Remainder of Page Intentionally Left Blank. Signature Page to Follow

APPROVED AND ADOPTED this 29th day of February, 2024.

**BEACON POINT METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado



Officer of the District

ATTEST:



APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

ATTACHMENT A

**2024 AMENDED AND RESTATED
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES OF
BEACON POINT METROPOLITAN DISTRICT**

*Adopted and Enforced By
The Board of Directors
of
Beacon Point Metropolitan District*

Effective: February 29, 2024

Preamble

The Board of Directors of Beacon Point Metropolitan District (the "**District**") has adopted the following 2024 Amended and Restated Policies and Procedures Governing the Beacon Point Recreation Amenities ("Policies and Procedures") pursuant to Section 32-1-1001(l)(m), C.R.S., by Resolution dated February 29, 2024, to provide for the orderly and efficient conduct of construction, management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Second Amended and Restated Service Plan approved by the City of Aurora on July 26, 2010 (the "**Service Plan**"), as it has been and may be amended from time to time, has constructed certain recreation amenities to serve the community commonly known as Beacon Point (the "**Community**") including a pool, tennis courts, and an exercise room (collectively, the "**Recreation Amenities**"), as well as common area landscapes areas and parks.

Unless otherwise specified, all references to the "District" made herein shall refer to Beacon Point Metropolitan District, as well its respective Board of Directors. All references herein to "District Manager" shall refer to an independent contractor 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.

ARTICLE I

ACCESS TO AND USE OF THE RECREATION AMENITIES

1.1 Persons within the District's Boundaries. All residents and owners of property within the legal boundaries of the District, as amended from time to time, ("**Property Owners**" in relation to those who own property in the District and "**District Residents**" in relation to those who reside in the District but do not own property in the District, such as tenants or occupants of Property Owners), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the District's Third Amended and Restated Rules and Regulations Governing Beacon Point ("**Rules and Regulations**"), as has been and may be amended. All persons over age 18 or older 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 information form identified

in Section 1.3 hereof in order to receive an access card for use of the Recreation Amenities ("**Access Card**"). Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver's license or I.D. issued by the Colorado Department of Motor Vehicles or a deed or lease for any such property. The District Manager shall accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreation Amenities by District Residents and Property Owners is subject to timely payment of all of the District's fees, charges and taxes. In the event that such fees, charges and taxes are not timely paid, such resident or property owner shall not be issued an Access Card to the Recreation Amenities, and any privileges for use of the Recreation Amenities pursuant to a previously issued Access Card shall be suspended or revoked, in the District's discretion.

1.2 Persons Outside of the District's Boundaries. All persons not residing or owning property within the legal boundaries of the District, as such boundaries may be adjusted from time to time via the inclusion and/or exclusion of property ("**Non-District Users**"), shall be entitled to use the Recreation Amenities as permitted herein and pursuant to the District's Rules and Regulations. Charges for use of the Recreation Amenities by Non-District Users shall equal, at a minimum, the estimated annual mill levy payments and other annual fees for which such property would be responsible if it were included in the District. All persons desiring access to the Recreation Amenities under this Section 1.2, shall pay in full all applicable annual charges and fees, as determined by the District's Board of Directors, and subject to adjustment in its sole discretion, from time to time, prior to being allowed access to the Recreation Amenities for the year in question. The District retains the right to limit access to the Recreation Amenities to Non-District Users based upon the safe and reasonable capacity of the Recreation Amenities, as determined by the District's Board of Directors, in their discretion. Use of the Recreation Amenities by Non-District Users shall be allowed on a first-come, first serve basis in the event of any such limitations.

1.3 Use of the Recreation Amenities. For each household ("**Household**"), the residents of which desire to use the Recreation Amenities (whether the same are Property Owners, District Residents or Non-District Users), the "Information Form" attached hereto as **Exhibit A** must be completed on an annual basis. All persons aged 18 or older who are entitled to use the Recreation Amenities under this Article 1 ("**Users**") shall also be required to complete the "Waiver of Rights, Assumption of Risks, Release of Claims and Agreement to Indemnify Form" (the "**Waiver Form**") attached as **Exhibit B**, and to submit the same to the District Manager. The Waiver Form must be signed by all Users age 18 and older, individually, and must be signed by a parent or legal guardian on behalf of all individuals under the age of 18. Upon presentation of the Information Form, Users shall be issued an Access Card by the District Manager. Only two Access Cards shall be issued to each Household. There is not a charge for the first Access Card. If a second Access Card is requested, there is a \$10 fee for that card. Any lost Access Cards will have a replacement fee of \$50.00. In the absence of suspension or revocation of any User's privilege to use the Recreation Amenities, a new Access Card shall be provided to all eligible Users as necessary during the times at which any one or all of the Recreation Amenities are available for use. The Access Card shall be utilized by all Users for access to the pool, tennis courts, exercise room and Recreation Center during permitted times.

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 immediately and completely void for all purposes 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 District's boundaries or ceases to own property therein, he or she shall promptly notify the District Manager. Any such person may continue to use the Recreation Amenities as a Non-District Resident or Property Owner by compliance with Section 1.2 herein.

1.4 Children.

(a) *Pool and Tennis Courts.* No one 12 years of age and younger is allowed in the pool area or permitted to use the tennis courts unless accompanied by an adult 18 years of age or older, or a minor aged 13-17 for whom a Minor Release Form is on file with the District (and on which the minor's parents or legal guardians have expressly authorized the minor to supervise other minors). Children ages 13-17 may use the pool and the tennis courts unsupervised if expressly authorized on a Minor Release Form. If approved minors will be bringing guests to the pool or tennis courts that are between the ages of 13-17 without adult supervision, those minor guests also must have a Waiver Form on file with the District.

(b) *Exercise Room.* Persons between the ages of 14 and 17 may use the exercise room if expressly authorized to use the exercise room on a Waiver Form. Persons ages 13 and under may use the exercise room if accompanied by his/her parent or legal guardian.

1.5 Limitation on Number of Guests Per User.

(a) *Pool and Tennis Courts.* Each User shall be allowed up to three guests per day at no charge for use of the pool and/or the tennis courts. There is no charge for the first three guests. However, each Household, regardless of how many Users reside therein, is limited to three guests per day for the pool only during the pool season. Otherwise, any guests in excess of three shall be subject to a fee of \$3.00 per person. All guests must be accompanied by the User at all times during their use of the pool and/or tennis courts. All guests under the age of 18 shall be permitted use of the pool and tennis courts subject to the requirements of Section 1.4(a) hereof. All Users shall be responsible for their guests' actions, and shall be jointly and severally liable with such guest for any damages caused by such guest to the Recreation Amenities and/or any violations of these Policies and Procedures and/or any injuries caused by such guest whether negligent, accidental or intentional.

(b) *Exercise Room.* Due to the limited capacity of the Exercise Room, only Users age 18 and above are permitted to bring guests to the exercise room, subject to the limitations set forth in Section 1.5(a) hereof. No person under the age of 18 shall be permitted to bring guests to the exercise room.

1.6 Recreational Amenities Rental. The District may, from time to time and within its sole discretion, rent the Recreation Amenities for private use to Users. Those persons renting the

facilities are not subject to the limitation on the number of guests allowed per user. The rental amount shall be determined on a case to case basis by the District Manager.

1.7 Hours of Operation. The Recreation Amenities facilities shall have the following hours and dates of operation:

Pool shall be open from Memorial Day to August 11, 2024 as follows:

10:00 a.m. to 8:00 p.m. Monday through Sunday
Lap Swim 6:00 a.m. to 10:00 a.m. Monday through Sunday
Lifeguards will not be on duty during lap swim times

Pool shall be open from August 12, 2024 to Labor Day as follows:

10:00 a.m. to 8:00 p.m. Monday through Sunday.
Lap Swim 6:00 a.m. to 10:00 a.m. Monday through Sunday
Lifeguards will not be on duty between 6am and 4pm.

Tennis Courts shall be open year round as follows:
Monday through Sunday from dawn to dusk

Exercise Room shall be open year round as follows:
5:00 a.m. to 9:00 p.m. Monday through Sunday

The Recreation Amenities' hours of operation shall be subject to seasonal adjustments or changes deemed necessary and appropriate by the Board of Directors in its discretion. Users may contact the District Manager to obtain up to date information relating to the hours of operation for any of the Recreation Amenities. Additionally, the District reserves the right to close any of the Recreation Amenities 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.

ARTICLE II

MISCELLANEOUS

2.1 Lost Articles. The District is not responsible for any lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner. There will be a collection spot for all lost articles designated in the Recreation Amenities. All lost articles which are not claimed shall be donated to a non-profit collection agency on a monthly basis, as determined at the District's sole discretion.

2.2 Limitation Of Liability Of District. Use of the Recreation Amenities is at the sole risk of any User. Except as provided by the Colorado Governmental Immunity Act, Section 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 shall result in criminal prosecution by the District.

2.4 Smoking, Drugs and Alcohol. Smoking of any kind, including, but not limited to tobacco, marijuana, vaping and use of electronic smoking devices, and use of illegal drugs is not allowed and shall not be permitted on or around the Recreation Amenities. Use of alcohol is permitted by adults aged 21 and older during certain special events, as noticed. Notwithstanding any of the foregoing, no glass containers of any sort are permitted at any time in the pool, parks, common areas, exercise room or any of the other Recreation Amenities.

2.5 Weapons. With the exception of squirt guns, no weapons of any kind shall be allowed on or around the Recreation Amenities, including but not limited to pocket knives or guns.

2.6 Food and Drink. Food and drink are permitted in the Recreation Amenities, except for the exercise room. Only water or sports drinks in plastic containers with lids may be used in the exercise room. Glass containers are absolutely prohibited in the pool and tennis court areas. Users must clean up after themselves.

2.7 Pets. Pets are not allowed in the pool area, in the tennis courts or in the exercise room except those necessary to help a person with a disability, however, pets are allowed in the common area park and picnic areas. All pets must be accompanied and must be on a leash. All Users are responsible for cleaning up after their pet.

2.8 Commercial Uses of the Pool and Recreational Facilities. No commercial activities are permitted at the pool or other recreational facilities.

ARTICLE III

SWIMMING POOL

3.1 Pool Rules. Pool rules, **Exhibit C**, are also posted in the swimming area and may be obtained directly from the District Manager. All Users shall be required to sign a copy of the pool rules at the time that application or re-application is made for an Access Card. All Users entering the pool may be required to show a picture ID that includes their name and address.

3.2 Pool Attendant. For the 2024 pool season, the District will not have pool attendants.

3.3 Children. Children under the age of 18 years old shall be permitted use of the pool subject to the requirements of Sections 1.4(a) hereof. An adult or a minor aged 13-17 for whom a Waiver Form is on file with the District must be in the pool and within reach of all children of non-swimming ability aged 9 and under. Adult chaperones or minors aged 13-17 for whom a Waiver

Form is on file with the District are required to be in the pool area to supervise children aged 10-12, but are not required to be in the water if the children can swim.

3.4 Pool and Water Toys. The only play balls allowed in the pool shall be Nerf-type balls and inflatable plastic beach balls. Tennis ball, golf balls, footballs, basketballs, etc. will not be allowed. Squirt guns, diving toys and reasonably sized flotation devices shall be allowed.

3.5 Attire. Proper and appropriate attire should be worn by all Users and their guests when utilizing the swimming pool facilities. Swim diapers must be worn in the pool at all times by anyone that does not have complete bodily function control.

ARTICLE IV

TENNIS COURTS/PICKLEBALL COURTS

4.1 Tennis Court/Pickleball Court Rules. Tennis court/pickleball court rules are posted in the tennis areas and may be obtained directly from the District Manager (Please see **Exhibit D**). All Users shall be required to sign a copy of the tennis court/pickleball court rules at the time that application or re-application is made for an Access Card.

4.2 Use of the Courts. Courts are available to Users and their guests and are open on a first-come, first-served basis, until the District deems reservations are warranted. Use of the courts is limited to one hour.

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

4.4 Skateboards, Skates or Bikes. The courts shall only be used for playing tennis or other authorized uses as determined by the Board of Directors in its discretion. No skateboards, in-line skates or other types of skates, bikes or other unauthorized uses shall be tolerated.

4.5 Children. Children under the age of 18 years old shall be permitted use of the tennis courts pursuant to Section 1.4(a) hereof.

ARTICLE V

EXERCISE ROOM

5.1 Exercise Room Rules. Exercise room rules are posted in the exercise room and may be obtained directly from the District Manager (Please see **Exhibit E**). All Users shall be required to sign a copy of the exercise room rules at the time that application or re-application is made for an Access Card.

5.2 Use of Equipment. The usage of all equipment and all risks, including the inherent risks from exercising, are at Users' own risk. The exercise room is not monitored. Users are

advised to see their doctors prior to beginning any sort of exercise or exercise program. Proper attire must be worn at all times. No cutoffs, sandals, flip flops or open-toe shoes are allowed in the Exercise Room. Shirts must be worn at all times. Closed-toed athletic shoes must be worn at all times. No towels will be provided for users. After using the equipment, each User must wipe down the equipment with the cleaning products supplied for said purpose.

5.3 Children. Children under the age of 18 years old shall be permitted use of the exercise room pursuant to Section 1.4(b) hereof.

5.4 Hours. The exercise room shall be open for use between the hours of 5:00 a.m. to 9:00 p.m. Monday through Sunday.

ARTICLE VI

LANDSCAPED COMMON AREAS

6.1 Park and Picnic Areas. The open green areas ("**Common Areas**") are intended for general 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 park areas or on the bike or trail paths.

6.2 Neighborhood Activity Centers. Several neighborhood activity centers ("**Activity Centers**") may exist in Beacon Point, containing playground equipment intended for general use by the District's residents and property owners.

6.3 Use of Common Areas and Activity Centers. Common Areas and Activity Centers 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.

ARTICLE VII

ENFORCEMENT

7.1 Disorderly or Offensive Conduct. The District and its authorized representatives may request any User and/or guest to cease conduct that is:

- (a) In violation of any of the District's Rules and Regulations or these Policies and Procedures
- (b) Interferes with, or is abusive, toward any of the District's representatives in the normal operation of the facility.
- (c) Interferes with any User or guest's use or enjoyment of the facilities, or is abusive to any such person.

7.2 Remedies Available for Disorderly or Offensive Conduct. In the event that the offending party fails to cease such conduct after being requested and warned to do so, the attendant or District Manager is authorized to use any and 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 at the Recreation Amenities.

7.3 Violation of Recreation Amenities Policies. If anyone is found abusing the equipment, furniture, or disobeying the District's Rules and Regulations, these Policies and Procedures, Pool Rules, Tennis Court/Pickleball Court Rules or Exercise Room Rules, disciplinary measures will be administered by the District Manager as follows without the necessity of any action of the District's Board of Directors:

First offense:	Verbal warning
Second offense:	Restricted from the Recreation Amenities for one (1) month
Third offense:	Restricted from the Recreation Amenities for one (1) year. User must apply for reinstatement. The District's Board of Directors shall determine whether the reapplication is approved.

The District's Board of Directors shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures 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 District's Boards of Directors.

7.4 Restitution for Violation. If any User or guest commits an act or omission that constitutes a violation of these Policies and Procedures, and the Violation causes the District to incur expenses, the User who commits the Violation, or who is responsible for the guest who commits the Violation, shall be liable to the District for all such expenses and shall repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the Violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a User who commits a Violation or is responsible for a guest who commits a Violation.

7.5 Video Camera Surveillance Disclosure. Any video cameras in any of the Recreation Amenities or outside any of the Recreation Amenities are for surveillance use only, for the protection of District assets and **are not provided for security of any User(s), or their respective guest(s).**

**EXHIBIT A
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(INFORMATION FORM)**

**BEACON POINT METROPOLITAN DISTRICT
INFORMATION FORM**

OFFICE USE ONLY	
Member #	
# in Household	
Reg. Date	
Cancel Date	
Date Closed	
Computer	

Type of User (check applicable type): _____ In-District Property Owner
 _____ In-District Resident (Non-Property Owner)
 _____ Non-District User

In-District Property Address: _____

Out-of-District Address: (If Applicable) _____

User Last Name: _____ User First Name: _____

Home Phone: _____ Work/Cell Phone: _____

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

Home Phone: _____ Work/Cell Phone: _____

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

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

Other Household Occupants	Sex	Birthdate
_____	M/F	___/___/___
_____	M/F	___/___/___
_____	M/F	___/___/___
_____	M/F	___/___/___

Emergency Contact: _____ Telephone: _____
 (Other than immediate family)

PRIOR TO ISSUANCE OF ANY ACCESS CARD TO A USER, EACH USER OVER THE AGE OF 18 LISTED ON THIS FORM MUST ALSO SIGN A WAIVER FORM AND A WAIVER FORM MUST BE SIGNED ON BEHALF OF EACH PERSON UNDER THE AGE OF 18 LISTED ABOVE

**EXHIBIT B
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(WAIVER FORMS)**

**WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

I am 18 years of age or older, or the legal guardian of the below named person, and in consideration of using or participating in activities, services and programs at Beacon Point Metropolitan District (the "District"), District facilities, including but not limited to, the clubhouse, pools, pool deck, locker rooms, showers, play areas, dressing rooms, and workout areas (the "Facilities" of the District) must read and sign this Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify ("Waiver"). The Facilities are managed by Front Range Recreation, Inc. (the "Facilities Manager"). This Waiver is not a waiver of the District's protections under the Colorado Governmental Immunity Act.

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS.

As signor of this Waiver, you, and/or those of whom you are legal guardian to (collectively, "You") recognize and acknowledge that participation in activities, services and programs including but not limited to: wading, recreational swimming, lap swimming, exercising, sun-bathing, use of any exercise equipment or machines, sports, and supervised or unsupervised activities and programs within the Facilities or outside the Facilities sponsored or endorsed by the District or Facilities Manager (each a "Recreational Activity" and together the "Recreational Activities") and using or accessing the Facilities is HAZARDOUS and involves risk of serious personal injury and loss. The risks include, but are not limited to: bodily injury, cardiovascular stress or failure, slipping and falling, drowning, permanent disability, death, damage to personal property, collisions with other persons, exposure to inclement or dangerous weather, allergic reactions, insect or animal bites, severe social, emotional, or economic losses, sprains, broken bones, torn muscles or ligaments, and contraction of infection or disease. These injuries or losses might result from You or your guest's conduct or omissions, the conduct or omission of others (including that of the District or the Facilities Manager, or both), the rules of play, or the condition of the Facilities or any equipment. You understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property**.

Being fully aware that use of the Facilities and participation in Recreational Activities involves risks, You agree, covenant and promise and voluntarily assume all responsibility, all liability and all risks and dangers, whether or not described here, and whether or not such risks and dangers are known or unknown, foreseeable or unforeseeable, including but not limited to, for injury, death, illness, disease, or damage to property, arising out of or in any way connected with use of the Facilities and participation in Recreational Activities.

You agree that You are legally responsible for You and your guest's actions, including but not limited to any damage to property and any personal injury or death caused by such actions. You understand and agree that the District and the Facilities Manager, and their respective officers, employees, agents, consultants, and representatives, are not and shall not be subject to, or liable for, any claims, demands, injuries, or damages whatsoever, irrespective of cause or origin, even if such claims, demands, injuries, or damages are caused, in whole or in part, by the negligence of the District or the Facilities Manager, or their respective officers, employees, agents, consultants, or representatives. You expressly waive all claims, demands, injuries, and damages that You have or may have, now or in the future, against the District or the Facilities Manager (or both), which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities.

You agree to RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND NOT ASSERT OR OTHERWISE

MAINTAIN OR ASSERT ANY CLAIM against the District or the Facilities Manager, or their respective officers, employees, agents, consultants, and representatives, for any and all liability, claims, demands, causes of action or rights of action, loss, damages, or injury to persons or property, sustained by You, or your guests, which are related to, arising out of or in any way connected with participation in Recreational Activities or use of the Facilities, including attorney's fees and costs incurred.

You further agree, promise and covenant to **INDEMNIFY AND HOLD HARMLESS** the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives, for (i) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees, which may result from You or your guest's participation in any Recreational Activity or use of or access to the Facilities or other property owned by the District, including claims from third-parties; and (ii) any injury to person or property, death, illness, disease or damage, expenses and costs including attorney's fees. This agreement to indemnify and hold harmless applies equally to claims, losses, and injuries caused or alleged to be caused, in whole or in part, by the negligence of the District or the Facilities Manager, or both.

This Waiver applies to and binds You and your personal representatives, assigns, heirs, and next of kin.

BY SIGNING THIS WAIVER, YOU AGREE THAT YOU (1) HAVE RECEIVED SUFFICIENT INFORMATION REGARDING THE FACILITIES AND RECREATIONAL ACTIVITIES TO ASSESS THE POTENTIAL DEGREE OF RISK INVOLVED, AND THE EXTENT OF POSSIBLE INJURY, (2) UNDERSTAND THE ACTIVITIES AND POTENTIAL RISKS, (3) HAVE CAREFULLY READ THIS WAIVER AND FULLY UNDERSTAND THE EFFECT OF RELINQUISHING THE RIGHTS THAT YOU HEREBY WAIVE, (4) UNDERSTAND THIS WAIVER IS NOT A WAIVER OF THE DISTRICT'S PROTECTIONS UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT, AND (5) VOLUNTARILY SIGN THIS WAIVER.

I consent to the named person's participation in the Recreational Activities and use of the Facilities with knowledge of and in spite of the risks and I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the District and the Facilities Manager, and their respective officers, employees, agents, assigns, consultants, and representatives.

_____	_____	_____	_____
Name	Date of Birth	Signature	Date
_____	_____	_____	_____
Address	City, State, Zip Code	Telephone number	

*Name of Participant
(*Complete if the participant is different than the signor)

**THIS NO LIFEGUARD ON DUTY WAIVER MUST BE USED IN ADDITION TO THE
WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS,
AND
AGREEMENT TO INDEMNIFY**

**NO LIFEGUARD ON DUTY
SWIM AT YOUR OWN RISK**

This No Lifeguard on Duty Waiver (the "Supplemental Waiver") is supplemental to the Waiver of Rights, Assumption of Risks, Release of Claims, and Agreement to Indemnify Waiver (the "Waiver"). All language of the Waiver is incorporated by this reference.

No lifeguard will be present at the pool during the hours of 6am to 10am from Memorial Day to August 11, 2024 and from August 12, 2024 to Labor Day from 6am to 8pm ("Unsupervised Swim Hours"). **You recognize and accept that staff on duty during Unsupervised Swim Hours are not responsible for lifeguarding duties, and accept the risk associated with use of the Pool without supervision of a lifeguard or any other staff.** You recognize and acknowledge that using or accessing the Pool during Unsupervised Swim Hours is INHERENTLY DANGEROUS and involves risk of serious personal injury and loss, including, but not limited to: drowning, malfunctions in Pool equipment, and the risk that no one may be present to assist You.

You recognize and acknowledge that **NO LIFEGUARD WILL BE PRESENT** at the Pool during Unsupervised Swim Hours. You recognize and acknowledge that pool staff, such as pool monitor(s) who may be present to enforce the pool rules during regular operating hours, are not lifeguards and do not assume lifeguard duties. **Using the Pool without the supervision of an on-duty lifeguard is dangerous and poses a risk to your safety, and You hereby accept all risk of using the Pool without the supervision of an on-duty lifeguard.** Being fully aware that use of the Pool involves risks, You agree, covenant and promise and voluntarily assume all responsibility or liability and all risks and dangers.

BY SIGNING THIS POOL WAIVER, YOU AGREE THAT YOU UNDERSTAND THE POTENTIAL RISKS OF USING THE POOL DURING UNSUPERVISED SWIM HOURS.

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

**Name of Participant
(*Complete if the participant is different than the signor)*

**EXHIBIT C
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(POOL RULES AND REGULATIONS)**

POOL RULES AND REGULATIONS

1. Residents must have their access card to enter into the pool area.
3. Do not prop open the front door - it needs to remain closed to ensure only individuals authorized to use the pool are doing so.
4. No running.
5. No glass containers.
6. No diving in shallow areas.
7. No hanging on lane lines or depth dividers.
8. No spitting and throwing of water.
9. Obey the lifeguards at all times. Otherwise, pool privileges could be revoked.
10. No pushing or dunking.
11. Swim diapers must be worn in either pool at all times by anyone that does not have complete bodily function control.
12. Floating toys, rafts, rings, tubes and boards are allowed if not detrimental to safety and may be prohibited at the discretion of the lifeguards.
13. An adult or a minor aged 13-17 for whom a Waiver Form is on file with the District must be in the pool and within reach of all children of non-swimming ability aged 9 and under.
14. An adult or minor aged 13-17 for whom a Waiver Form is on file with the District is required to be in the pool area to supervise children aged 10-12.
15. Hard balls, such as tennis balls and footballs, are not permitted in the pool area.
16. No one 12 years of age and younger is allowed in the pool area unless accompanied by an adult over 18 years of age, or a minor aged 13-17 for whom a Waiver Form is on file with the District.
17. Animals are not allowed in the pool area or to be left tethered unattended at any time.
18. Proper swim attire required.
19. Foul, abusive or excessively loud language will not be permitted.
20. Bicycles, skateboards, scooters, etc. are not permitted in the pool area. Roller blades and wheelies must be removed before entering the pool area.
21. No gum is permitted in the pool area.
22. Smoking of any kind, including, but not limited to tobacco, marijuana, and use of electronic smoking devices, and use of illegal drugs is not allowed and shall not be permitted in the pool area.
23. No person having an infectious or communicable disease or open wound is permitted in the swimming pool.
24. Radios must be played at a volume and of content not offensive to others. The lifeguards will determine acceptable volume levels and content.
25. During pool hours, the pool will be cleared every hour for a 15 safety break.
26. Violation of pool rules could result in the offender being asked to leave the pool area for the rest of the day. Pool privileges may be suspended for up to 48 hours by the lifeguards, and for longer periods by the pool manager, property manager or Board of Directors, for infractions of pool rules and/or regulations.
27. Residents shall be responsible for damage to District property caused by their family and/or guests.
28. Abusive treatment and/or abuse language towards staff is strictly prohibited.

SLIDE

1. Only one person on the slide at a time.
2. After going down the slide, swim away from the area.
3. Do not swim under the slide.
4. Do not hang on the slide.

The slide is only in operation when lifeguards are present.

GUEST POLICY

1. Each Household, regardless of the number of Users that reside therein, is limited to three guests per day for the pool. There is no charge for these guests, limited to three.
2. Special arrangements for five or more guests must be made through Front Range Recreation (303-690-5243) at least 24 hours in advance. Residents will be responsible for charges associated with the need for additional lifeguards.

**EXHIBIT D
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(TENNIS COURT/PICKLEBALL COURT RULES AND REGULATIONS)**

TENNIS COURT/PICKLEBALL COURT RULES AND REGULATIONS

1. Courts will be open seven days a week, year round from dawn until dusk.
3. All guests must be accompanied by an adult User.
4. The staff is not responsible for any loss or theft of personal belongings.
5. Suggestions or complaints should be directed to the Facility Manager, Property Manager or Board of Directors
6. Tennis shoes only are permitted on the courts.
7. No skate boards or bicycles on the courts.
8. Limit play to 1 hour if others are waiting.
9. No food or drink on the playing court surface.
10. Do not adjust nets.
11. No chairs, glass or smoking allowed in the court area.
12. Foul or abusive language is prohibited at all times.
13. Facility Manager, Property Manager or Board of Directors or staff on duty may ask people violating these rules to leave.
14. Rules and regulations may be changed or new rules implemented without notice at the discretion of the Facility Manager, Property Manager or Board of Directors. For a current set of rules, please see the Facility Manager, Property Manager or Board of Directors.
15. Abusive treatment and/or abuse language towards staff is strictly prohibited.

**EXHIBIT E
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(EXERCISE ROOM RULES AND REGULATIONS)**

EXERCISE ROOM RULES AND REGULATIONS

1. No one under the age of 14 is permitted to use the exercise room.
2. Shirt and shoes must be worn when using equipment.
2. Replace equipment after use.
3. No food or drink is allowed on the floor in the work out area.
4. Wipe down equipment with disinfectant spray or gym wipes after use.
5. No loud or obnoxious behavior will be permitted.
6. Courteous and respectful behavior should be shown toward others working out.
7. No throwing of weights down on the ground.
8. Abusive treatment and/or abuse language towards staff is strictly prohibited.