

WATERS' EDGE 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 of an in-District Resident in order to access the Recreation Amenities.

Additional Authorized Users Include: **Adult Children** (18+);
Tenants/Renters;
Regularly Employed Caregivers (**Nannies/Babysitters**);
Immediate Family (**incl. Grandparents/Grandchildren**); and/or
Others Residing at Your Property Address

Additional Authorized Users **Do NOT Include Guests**.
Each household is allowed up to two(2) guests per day.

USER INFORMATION:

Last Name: _____ First Name: _____

Home Phone: _____ Work/Cell Phone: _____

Residence Address: _____

Relationship to Property Owner: _____

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

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

Home Phone: _____ Work/Cell Phone: _____

Relationship to Property Owner: _____

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

FOR MORE THAN TWO ADDITIONAL AUTHORIZED USERS, PLEASE USE ADDITIONAL FORMS.

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 THE WAIVER AND CONSENT FORM
ON THE REVERSE SIDE***

WATERS' EDGE METROPOLITAN DISTRICT NO. 1
ADDITIONAL USER WAIVER & CONSENT FORM

I, on behalf of myself, qualify as a renter/tenant, babysitter or caregiver, or adult child at or over the age of 18 (collectively “**Additional Users**”) of a Property Owner of the Waters’ Edge Metropolitan District No. 1 (the “**District**”) and my children, if any, as well as my guests, children and family members desire to participate in activities at the pool, learning center, sports fields or use other equipment, amenities, facilities, premises or property (collectively, the “**Recreation Amenities**”) owned or operated by the District, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming. I agree that I, my children, my guests and my family members will abide by all rules, regulation, and policies of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with the use of the Recreation Amenities. I further acknowledge that I am authorized to use the Recreation Amenities of the District, and am listed on the Access Key Fob Request Form as an Additional User. **I, as an adult participant, and for and on behalf of my participating children, guests and family members if any, agree to the following.**

1. To release and agree not to sue the District, their directors, officers, employees, agents, and subcontractors with respect to any and all claims, liabilities, suites or expenses, including attorneys’ fees and costs (hereinafter collectively a “Claim”) for any injury, damage, death or other loss incurred by me, my children, my guests, or my family members , in any way connected directly or indirectly, with participation in activities and/or use of any equipment, facilities or premises of the District by me, my children, my guests, or my family members. **I understand and hereby agree to waive any and all Claims I or my children, my guests or my family members may have against the District and agree that neither I, my children, my guests, my family members nor anyone acting on their behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me or my children, my guests, or my family members; and**

2. To release and to indemnify, defend, and hold harmless (“indemnify” meaning protect by reimbursement of payment) the District, their representatives, directors, officers, employees, agents, and/or subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of me, my children or a family member, my guest, for any injury, damage, death or other loss in any way connected with participation in activities and /or use of the Recreation Amenities by me, my children, my guests or my family members; 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, my guests, and my family members in the course of participating in activities, and/or using the Recreation Amenities.

I further acknowledge I have reviewed and evaluated the risks and determined to use or allow my children, guests, and family members to use the Recreation Amenities with full knowledge and acceptance of the risks. I understand that the District does not provide insurance coverage for accidents or injury sustained by me, my children, my guests, or my family members. I agree that my children, my guests, and my family members utilize the Recreational Amenities at our sole risk, and the District 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.

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

I acknowledge that lifeguards will not be on duty and that all users of the pool during this “**unguarded time**” do so at their own and sole risk. I hereby acknowledge and agree that Waters’ Edge Metropolitan District No. 1, its directors, officers, employees, agents and/or subcontractors shall not be liable for any injuries or damages, including death, caused or incurred by myself, my children, my family members and my guests during the “**unguarded time**”.

This Release, Waiver and Indemnity Agreement includes claim(s) resulting from the District’s 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.

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 the District’ rules, regulations, policies and procedures governing the Recreation Amenities:

Additional User - Print Name	-Relationship	Signature	Date
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