

**RESOLUTION OF THE BOARD OF DIRECTORS OF BEACON POINT
METROPOLITAN DISTRICT**

**RESOLUTION ADOPTING 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. In the interest of creating clearer guidance to District residents and property owners, the District has approved the form of the Policies and Procedures Governing the Recreation Amenities of the District attached hereto as Attachment A and incorporated herein by this reference ("**Recreation Amenities Policies and Procedures**").

D. The Recreation Amenities Policies and Procedures attached hereto as Attachment A shall replace and supersede the Third Amended and Restated Policies and Procedures Governing the Amenities of Beacon Point Metropolitan District, adopted on July 26, 2017 ("**Third Amended and Restated Policies and Procedures**"), its entirety.

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

1. The Third Amended and Restated Policies and Procedures are hereby amended, restated and superseded in their entirety and the Board hereby adopts the Recreation Amenities Policies and Procedures set forth on Attachment A effective as of May 8, 2019.

2. Exhibit H to the Second Amended and Restated Rules and Regulations Governing the District is hereby deleted and replaced in its entirety with the Recreation Amenities Policies and Procedures.


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 Blank – Signature Page to Follow]

APPROVED AND ADOPTED this 8th day of May, 2019.


**BEACON POINT METROPOLITAN
DISTRICT,**

a quasi-municipal corporation and political
subdivision of the State of Colorado



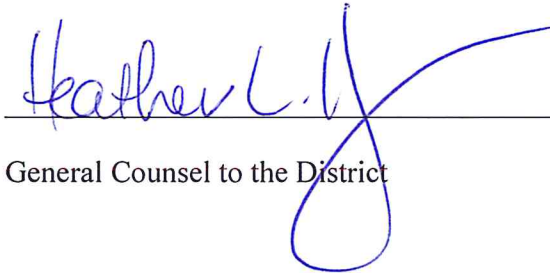
Officer of the District

ATTEST:



APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKS & WALDRON
Attorneys at Law



General Counsel to the District

ATTACHMENT A

**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: May 8, 2019

Preamble

The Board of Directors of Beacon Point Metropolitan District (the "**District**") has adopted the following 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 May 8, 2019, 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 Second 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 "User Release Form" attached as **Exhibit B**, and to submit the same to the District Manager. The User Release Form must be signed by all Users age 18 and older, individually, and the "Minor Release Form" attached as **Exhibit C**, 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. No one 12 years of age and younger is allowed in the pool area or permitted to use the Recreation Amenities unless accompanied by an adult over 18 years of age, 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 Recreation Amenities unsupervised if expressly authorized on a Minor Release Form. If approved minors will be bringing guests that are between the ages of 13-17 without adult supervision, those minor guests also must have a Minor Release Form on file with the District. The Minor Release Form shall be submitted to the District in substantially the form attached hereto as **Exhibit C**, as may be amended from time to time, prior to any use of as of the Recreation Amenities, as provided for in this Section.

1.5 Limitation on Number of Guests Per User. Each User shall be allowed up to three (3) guests per day at no charge for use of the Recreation Amenities (pool only during the pool season). There is no charge for the first three (3) guests. However, each Household, regardless of how many Users reside therein, is limited to three (3) guests per day for the pool only during the pool season. Guest #4 is \$3.00 per person. The general guest fee is \$3.00 per person, per day. All guests must be accompanied by the User at all times during their use of the Recreation Amenities. All guests under the age of 18 shall be permitted use of the Recreational Amenities subject to the requirements of Section 1.4 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.

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 Labor Day as follows:

10:00 a.m. to 8:00 p.m. Monday through Friday
9:00 a.m. to 8:00 p.m. on Saturdays and Sundays
Lap Swim 6:00 a.m. to 10:00 a.m. Monday through Friday
Lap Swim 6:00 a.m. to 9:00 a.m. Saturdays and Sundays

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, 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 D**, 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. The Districts shall contract with a pool attendant on an annual basis which shall be responsible for all aspects of operations and maintenance of the pool and pool area.

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 hereof. An adult 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 guardians have expressly authorized the minor to supervise other minors) 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 Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) 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

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

4.2 Use of the Tennis Courts. Tennis 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 tennis 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 tennis 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 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 F**). 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 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, 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 and not provided for security of any User(s), or their respective guest(s).

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

**EXHIBIT B
TO
POLLCIES AND PROCEDURES GOVERNING THE
RECREATION AMENEITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(USER RELEASE FORM)**

**BEACON POINT METROPOLITAN DISTRICT
USER RELEASE FORM
RECREATION AMENITIES DISCLAIMER OF LIABILITY**

**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), and any other occupants of my household listed on my Information Form (if applicable), desire to participate in activities at the pool, tennis courts and/or the exercise room (collectively, the "Recreation Amenities") owned or operated by the Beacon Point Metropolitan District (the "District") for the benefit, use and enjoyment of the residents and property owners of the District and non-District users, as applicable, and recognize the possibility of physical injury and loss associated with activities, including, but not limited to, swimming and sports. I agree that I, and my children, guests, and occupants of my household listed on my Information Form will abide by all rules, regulations, 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, because (1) I am a property owner or resident within the District and have completed the Information Form, or (2) I am a non-District user and have completed the Information Form, or (3) I am listed as an occupants of the household listed an Information Form completed by an in-District property owner or resident or by a non-District user.

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

1. To release and agree not to sue the District, 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, my children, my guests, or occupants of my household listed on my Information Form (if applicable), 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 occupants of my household listed on my Information Form (if applicable). I hereby waive all Claims I or my children may have against the District and agree that neither I, my children, nor anyone acting on my or my children's behalf, will make a Claim against the District as a result of any injury, damage, death or other loss suffered by me, my children, my guests, or occupants of my household listed on my Information Form; and

2. To release and to indemnify, defend, and hold harmless ("indemnify" meaning protect by reimbursement or payment) the District, their representatives, directors, employees, agents, and 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 guests, or occupants of my household listed on my Information Form 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 occupants of my household listed on my Information Form; 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 or that of my children, my guests, and occupants of my household listed on my Information Form 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 occupants of my household listed on my Information Form 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 occupants of my household listed on my Information Form. I agree that use of the Recreation Amenities and participation in activities or events at the Recreation Amenities shall be undertaken by me, my children, my guests, or occupants of my household listed on my Information Form 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.

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

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

**EXHIBIT C
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(MINOR RELEASE FORM)**

**BEACON POINT METROPOLITAN DISTRICT
MINOR RELEASE FORM**

I, _____ (Name of Parent or Legal Guardian) hereby affirm that I am the parent or legal guardian of the following minors below the age of 18:

| Name (Please Print) | Date of Birth |
|---------------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

As the parent or legal guardian of the above-listed minor(s), I acknowledge and agree that any minors 12 years of age or younger may only use the Recreational Amenities of the District if accompanied by an adult over 18 years of age or by another minor aged 13-17 for whom a Minor Release Form is on file with the District and on which such minor's parents have expressly authorized their child aged 13 to 17 to supervise other minors.

As the parent or legal guardian of the above-listed minor(s), I hereby authorize those minors listed above who are ages 13 to 17 to use the following Recreation Amenities of the District without my presence and without the presence of another parent, legal guardian or other authorized minor aged 13 to 17 (**check all facilities that are authorized for use by the minor(s)**):

- _____ Pool
- _____ Tennis Courts
- _____ Exercise Room

I further authorize/do not authorize those minor(s) listed above who are at least 13 years old 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 List name(s) of minor(s) authorized to supervise: _____
- _____ No

In making such authorizations, I acknowledge and agree any activities engaged in at the indicated facilities by said minor will be wholly unsupervised by a lifeguard or other attendant and shall be at the minor's sole and unilateral risk. 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 Recreation Amenities may be revoked at any time by the District 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 Recreation Amenities.

By: _____ (Signature of Parent of Legal Guardian)

Print Name: _____

Property Address: _____

Contact Number: _____

Date: _____

**EXHIBIT D
TO
POLLCIES AND PROCEDURES GOVERNING THE
RECREATION AMENEITIES
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.
2. Sign in with the lifeguard as you enter 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 work 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 Minor Release Form is on file with the District (and on which the minor's parents or guardians have expressly authorized the minor to supervise other minors) 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 Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors) 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 Minor Release Form is on file with the District (and on which the minor's parents have expressly authorized the minor to supervise other minors). Children ages 13-17 use the pool unsupervised if expressly authorized on a Minor Release Form.
17. Animals are not allowed in the pool area or to be left tethered unattended at any time.
18. Proper swim attire required - swim suits only.
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 minute lap swim.

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.

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.

GUEST POLICY

1. Each household/member is permitted up to 3 guests per day for the pool only.
Guest Fees - Maximum Five Guests Per Day: The first three (3) guests are at no charge and guest #4 and 5 are \$3.00 per person. The general guest fee is \$3.00 per person, per day. This includes the pool(s), weight room and general center use (but must be accompanied by an adult resident).
2. Special arrangements for 5 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 E
TO
POLICIES AND PROCEDURES GOVERNING THE
RECREATION AMENITIES
OF
BEACON POINT METROPOLITAN DISTRICT
(TENNIS COURT RULES AND REGULATIONS)**

TENNIS COURT RULES AND REGULATIONS

1. Courts will be open seven days a week, year round from dawn until dusk.
2. No one 12 years of age and younger is allowed in the tennis courts unless accompanied by an adult over 18 years of age, 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 have expressly authorized the minor to supervise other minors). Children ages 13-17 use the tennis courts unsupervised if expressly authorized on a Minor Release Form.
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 1.5 hours 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.

**EXHIBIT F
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 12 years of age and younger is allowed in the exercise room unless accompanied by an adult over 18 years of age, 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 have expressly authorized the minor to supervise other minors). Children ages 13-17 use the exercise unsupervised if expressly authorized on a Minor Release Form.
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.