

Independence Pool Party Reservation Rules

ELIGIBILITY - must be an Independence Overlay Metropolitan District resident or have a purchased pool membership and must be present for the entire duration. Only homeowners, renters and purchased pool memberships who have completed their pool registration are eligible to book the pool. Must be 21 years or older to reserve

The Resident or Member is responsible for all costs associated with the party; guest passes, pool attendant, clean-up, repair of damages, and security, if required.

- If the party is for children under 18, adult supervision is required throughout the entire event.
- All pool rules and regulations of the Independence Pool are to be followed at all times.
- Parties must end by 8:00pm, including clean up time. All persons and personal belongings must leave the facility by 8:00 pm. Under no circumstances will the pool be closed during regular hours for a private party.

The Resident or Member will be responsible for the conduct of their guests including assuring that the party is conducted in a manner so as not to inconvenience or disturb other residents. The Resident or Member is responsible for leaving the pool area and surrounding neighborhood in a clean and orderly condition.

If the Resident or Member chooses to use music after hours, the volume must be kept to an acceptable level. The pool attendant will make the final determination of reasonable music volume.

Personal barbecues, tables, etc. are permitted. The Resident or Member is responsible for removal of such items by the end of the scheduled event. Independence Overlay Metropolitan District is not responsible for damage or theft of such items.

Glass of any kind will not be brought into the facility.

The Independence pool is a smoke-free facility. The Resident or Member agrees that all event guests wishing to smoke will do so off of the property. This includes, but is not limited to, all vape, tobacco, and marijuana products.

Alcohol Policy Alcohol is not permitted on the premises.

CANCELLATION: The Resident or Member must cancel within 72 hours of the event to receive a full refund of the pool attendant fees. Failure to cancel will result in the hired attendant being paid in full. The Independence Overlay Metropolitan District, Property Manager, and Front Range Recreation, Inc reserve the right to change or cancel this agreement at any time for any reason, by providing written notification to the Resident or Member. In the event of cancellation, the Resident or Member shall be entitled to a full refund of all fees.

POOL ATTENDANT FEE: The Resident or Member agrees to hire approved Front Range Recreation personnel at the hourly rate of \$45.00 for after hours parties.

The Resident or Member agrees that their desired event date and time will not be held or confirmed until this agreement is completed with all fees paid.

LIMITATION OF LIABILITY: The Resident or Member agrees that neither the Independence Overlay Metropolitan District, the Manager of Independence Overlay Metropolitan District, nor Front Range Recreation, Inc, shall be liable or responsible for the care and protection of any guest or their possessions or for any loss or damage thereto, of whatever kind or nature. The Resident or Member acknowledges and agrees that neither the Independence Overlay Metropolitan District nor Manager shall be liable for injuries to persons or property occurring within the facility. Independence

Overlay Metropolitan District and Manager, shall be entitled to the benefit of this section.

INDEMNIFICATION: The Resident or Member agrees to indemnify and hold harmless Front Range Recreation, Inc., the Independence Overlay Metropolitan District, the Manager, and their officers, directors, agents, employees, contractors, and subcontractors harmless from and against any and all damages, losses, liabilities, claims, costs, and expenses including reasonable attorney's fees, asserted against any of the foregoing by the Resident or Member, his or her family, guests, employees, or invites arising in any way out of use, operation or maintenance of the Recreation Center. This indemnification also shall apply to any damages, losses, reasonable attorneys' fees, asserted by persons who have gained access to the Recreation Center as a result of actions or omissions of the Resident or Member