

**PRISTINE POINT OWNERS' ASSOCIATION, INC.**

**GENERAL LIABILITY WAIVER FOR NON-OWNER OCCUPANTS (NOO)**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

**1. Definitions.** The person who is renting or leasing a home in Pristine Point, including, without limitation, the premises located at \_\_\_\_\_, Crested Butte, Colorado, 81224 (the "Property"), shall be referred to hereinafter as "Guest." The "Undersigned" means only the Guest when the Guest is age 18 or older OR it means both the Guest and the Guest's parent, responsible adult, or legal guardian when the Guest is under the age of 18. "Released Party" means [Homeowner] and the Pristine Point Owners' Association, Inc. (PPOA), its representatives, agents, successors, assigns, attorneys, insurance carriers, directors, officers, property owners, members, and contractors. The "Activity" means use or occupation of the Property, any Association property, including its common areas, roads, Meridian Lake Park Reservoir, and other property owned by the Association, by virtue of renting or leasing a home within Pristine Point. As such, "Activity" includes occupation and use of the Property and the use of Meridian Lake Park Reservoir, including its shores, in any capacity, including but not limited to visiting, paddle boarding, boating, swimming, fishing, sunbathing, picnicking, or any other reason. Boating is restricted to non-motorized boats.

**2. Risks of Activity.** The Property and Pristine Point, including Meridian Lake Park Reservoir, are at high altitude in the Colorado Rocky Mountains. Meridian Lake Park Reservoir is a private lake located outside the town limits of Crested Butte, Colorado, and is part of Meridian Lake Park subdivision. Its location is rural and remote. There are no lifeguards on duty and emergency medical services are several miles away. The climate at Pristine Point and Meridian Lake Park Reservoir can be extreme and unpredictable, and timely medical attention may not be available. Accidents and illnesses may occur without easy access to medical facilities. The Risks of the Activity include, but are not limited to: drowning, changing lake and water conditions, including surface conditions, ground conditions, changing road conditions, changing weather conditions, high altitude sickness, motor vehicle accidents, hypothermia, snowfall, slip and fall risks, exhaustion, orthopedic injuries, dehydration, lack of shelter, storms, rain, lightning, hail, snow, and other adverse weather, limited access to and/or delay of rescue and medical attention, insect or rodent bites, water-borne diseases, injuries and conditions, plant reactions, animal and living organism interactions, mental distress from exposure to any of the above, and negligence of others. The foregoing list does not contain all risks and there are some risks that cannot be anticipated or are not reasonably foreseeable. In no event shall a minor 17 years or younger be permitted to visit the Meridian Lake Park Reservoir without an adult accompanying the same.

**3. Acknowledgement, Release, Indemnification, and Assumption of Risk.** In consideration of the Guest being permitted to participate in the Activity, including using the Property or Association property in conjunction with a rental or lease of property within Pristine Point, the Undersigned agrees as follows:

(a) Acknowledgement and Release. The Undersigned IRREVOCABLY AND UNCONDITIONALLY UNDERSTANDS AND ACKNOWLEDGES THE ABOVE RISKS AND CONDITIONS, AND AGREES AND UNDERSTANDS that the Activity engaged in by the Guest may be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges and understands that the description of the risks listed above is not complete and that participating in the activity may be dangerous and may include other risks. ACCORDINGLY, THE UNDERSIGNED HEREBY EXPRESSLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTY with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Guest's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. By signing below, the Undersigned ACKNOWLEDGES AND ACCEPTS responsibility for these risks.

(b) Indemnification. The Undersigned hereby AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSES OR DAMAGE for bodily injury including death, property damage, or any liability of any kind or nature whatsoever and from any suits, claims or demands including legal fees and costs, whether or not litigation is instituted, arising out of or related to the risks of the Activity or Guest's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Guest's participation in the Activity.

(c) Assumption of Risk. The Undersigned agrees and understands that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Party. By signing this document, the Undersigned recognizes that property loss, injury and death are all possible while participating in the Activity.

RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN THE ACTIVITY, AND THEREFORE EXPRESSLY ASSUMES, AND AGREES TO BE FULLY RESPONSIBLE FOR, ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**4. Minor Acknowledgment.** In the case of a Guest under 18 years of age (minor), the Undersigned parent, responsible adult, or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor, and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, responsible adult or legal guardian of a minor, the parent, responsible adult or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent, responsible adult, or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent, responsible adult or legal guardian's signature, Guest, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent, responsible adult, or legal guardian of a minor Guest, the Undersigned represents that he or she is a legal parent or guardian of the minor Guest, or the responsible adult therefor, and is authorized to sign this document on behalf of the minor.

**5. Miscellaneous.** The Undersigned further agree and understand: (a) Guest will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the United States District Court of the District of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (d) the Undersigned understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

NOTE: it is intended that this Waiver may, at the Owner's discretion, be included in the Leasing Agency's Terms and Conditions document for the specific rental property involved, and that a renter's agreement to the Terms and Conditions will constitute agreement to this Waiver.