



Minor Permission Form

Waiver of Liability and Release: I/we hereby acknowledge that the use of W CLUB Facilities and/or Raindance River Resort Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible loss or injury. I/we hereby accept any and all risk of injury to myself, my/our guests and my/our family sustained while using W CLUB Facilities and/or Raindance River Resort Facilities, including, but not limited to the aquatic pools and hot tub, W CLUB equipment or an individual member's personal property, or while involved in any event or activity incident to membership in W CLUB and/or Raindance River Resort. Such loss and injury may include bodily injury, slipping and falling, cardiovascular stress, drowning, permanent disability or death, damage to personal property, exposure to inclement weather, insect or animal bites, and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the District Amenity or any equipment used therein. Further, by signing below, you certify that you understand that these are some but not all of the risks. There may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated, and that you shall assume all such risks and dangers, whether or not described here, known or unknown, anticipated or unanticipated. I/we agree to indemnify and hold the Districts, their officers, employees, agents, consultants, and representatives, and Water Valley Companies, Trolco, Inc., Raindance Communities LLC, Raindance Development LLC, Pelican Lakes, LLC, and Marina One, LLC (collectively the "Developers"), their officers, employees, agents, consultants, and representatives, harmless from any claim, liability, damage, loss, or injury (including death), which may result from your participation, your child/ward's participation, or your guests' participation in any Recreational Activity. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the Districts or Developers. I/we further agree to release, waive, and discharge, and covenant not to sue the Districts, their officers, employees, agents, consultants, and representatives, and/or the Developers, their officers, employees, agents, consultants, and representatives, for any and all claims, demands, or causes of action whatsoever, arising out of any claim, liability, damage, loss, or injury (including death), incurred on or to me or my child/ward as a direct or indirect result of my or my child/ward's participation in any recreational activity at the W CLUB Facilities and/or Raindance River Resort Facilities. This release of liability and indemnity applies to me, the undersigned; my child/ward; and any of my personal representatives, assigns, heirs, or next of kin.

This Waiver of Liability and Release Form is governed by the laws of the State of Colorado. If a court of competent jurisdiction finds any clause or provision of this Waiver of Liability and Release Form to be invalid, the balance of the paragraphs is still enforceable.

Date: _____

Minor's Printed Name: _____

Birthday: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Email Address: _____

Water Valley or RainDance Resident? YES NO