

Berthoud – Heritage Metro Districts

Long -Term Rental Transfer Application

Date: ___/___/202___ Rental Lease Duration: Start date: _____ Lease ends date: _____

BHMD Address: _____ Lot: ___ Block: ___ Filing: ___

BHMD OWNER (s) INFORMATION

Name of BHMD (Deeded) Owner(s): _____

Name of BHMD (Deeded) Owner(s): _____

Mailing Address (if different): _____

Phone Number: _____ Email Address: _____

TENANT (s) INFORMATION:

Tenant(s): _____

Tenant(s): _____

Phone Number: _____ Email Address: _____

Phone Number: _____ Email Address: _____

Dependents in Home are 24 years of age or younger, must share home as main residence; Attach another paper for more dependents.

Dependent 1: _____ Dependent 1 Date of Birth: _____

Dependent 2: _____ Dependent 2 Date of Birth: _____

Dependent 3: _____ Dependent 3 Date of Birth: _____

Dependent 4: _____ Dependent 4 Date of Birth: _____

OWNER ACKNOWLEDGEMENT:

I (owner or owners) agree to supply all Covenants, Guidelines, Rules and Regulations, Pool rules, and Fitness Center Rules relating to BHMD, and the accessible amenities and all community regulations to all applicants and have them acknowledge they have read the rules prior to moving into my owned property. I (owner or owners) am responsible for any damage or violations of the Covenants, Guidelines, Rules and Regulations and common area of the subdivision. I (owner or owners) agree to provide all tenant(s) acknowledgement if requested by the Metropolitan District. I understand that by signing this transfer, **I will no longer have access to the BHMDs Swimming Pool or the BHMDs Fitness Center for the duration of this transfer.** **New tenants must fill out Pool Membership Packet and waivers along with Fitness Center Membership Packet and waivers.**

It is against the Law to Discriminate against prospective tenants based on race, religion, national origin, age, disability, or family status. All applicable State of Colorado and Town laws must be followed.

This Long-term acknowledgement by BHMD owners' intent for use of their home within the Berthoud-Heritage Metropolitan Districts **must be renewed annually, by filling out this same form** and is subject to revocation if the District determines I (owner or owners) or my tenants are not complying with Covenants, Guidelines, Rules, and Regulations. A \$100.00 Application Fee is required for all transfers, renewing annually, including transfer back to the owner. Made check payable to BHMD and is due at the time of the application submittal.

THE UNDERSIGNED BHMDs OWNER(s) UNDERSTANDS AND AGREES TO ALL ABOVE CONDITIONS

BHMDs Owner Name 1 (print): _____ BHMDs Owner Name 2 (print): _____

BHMDs Owner Signature 1: _____ BHMDs Owner Signature 2: _____

\$100.00 Initial Application fee for each new renter. Check number: _____ Amount of Check: _____

For Internal Use:

Approval: Denied: Date: ___/___/___ Signed: _____

Berthoud-Heritage Metropolitan District

2375 TPC Parkway

Berthoud, CO 80513

Phone: 970-488-2828

E-mail: Manager@bhmds.com

BHMD Fitness Center Acknowledgement of Risk/Waiver/Release of Liability

In consideration for being allowed to engage in performance activities, whether standard or special event, arranged or off-property activities, at TPC Colorado or anywhere in Berthoud-Heritage Metro Districts "BHMD".

I understand fully that I will be voluntarily engaging in physical activities (which include but are not limited to the use of exercise or recreational equipment, fitness classes) that could involve serious risk of severe injury or illness, physical bodily harm, or other circumstances involving the loss of life, which might result from either my own actions or the actions or inactions or negligence of others.

I understand the rules or conditions of the premises or any equipment, as well as the safe and proper use of equipment at TPC Colorado/BHMD. I am physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of such equipment or machinery. I further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time. I assume all the foregoing risks and accept personal liability for the damages following such injury, caused, or alleged to be caused, in whole or in part from the activity. I further release, waive, discharge, hold harmless and indemnify TPC Colorado, Berthoud-Heritage Metro Districts, its owners, board members, managers, employees, and agents, ("Releasees") from all demands, losses, or damages on account of injuries caused or alleged to be caused, in whole or in part, by the negligence of Releasees.

If person participating in activities is under 16 years of age, another document must be signed and agreed by parent or guardian, who may or may not be engaging in these activities and will be legally responsible and accept full responsibility for any injury sustained or caused to others.

If past due on operations fees or have covenant/guideline violations access to amenities can be limited.

Acknowledgement of Fitness Center Rules

- No talking on cell phones in the clubhouse including the entire fitness center area.
- For your own safety members must wear closed toe athletic shoes whenever they are using the gym.
- Please no food or glass in the gym.
- Please wear proper attire including a shirt when using the gym.
- Please re-rack all weights and put all fitness tools away after you finish your workout.
- Please wipe off machines when you have finished your workout.
- Please use a towel when using benches in the gym.
- Outside personal trainers and instructors are not allowed in the gym.
- Guest policy: guests are allowed for a \$10/day fee, provided they are accompanied by a Resident or Member.
- Children under the age of 16 must be accompanied by an adult at all times.
- The use of the gym is limited to the gym hours of operation only.

Fitness center hours: Monday - Friday 5 am - 7 pm; Saturday and Sunday 7 am - 5 pm.

Resident Name (print): _____

Resident Address: _____

Resident Signature _____ Date _____

Acknowledgement of Risk/Waiver/Release of Liability must be filled out by each family member and second form for minors.

BHMD Fitness Center Acknowledgement of Risk/Waiver/Release of Liability

Please fill out for minors living in the home.

In consideration for being allowed to engage in performance activities, whether standard or special event, arranged or off-property activities, at TPC Colorado or anywhere in Berthoud-Heritage Metro Districts "BHMD".

I understand fully that I will be voluntarily engaging in physical activities (which include but are not limited to the use of exercise or recreational equipment, fitness classes) that could involve serious risk of severe injury or illness, physical bodily harm, or other circumstances involving the loss of life, which might result from either my own actions or the actions or inactions or negligence of others.

I understand the rules or conditions of the premises or any equipment, as well as the safe and proper use of equipment at TPC Colorado/BHMD. I am physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of such equipment or machinery. I further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time. I assume all the foregoing risks and accept personal liability for the damages following such injury, caused, or alleged to be caused, in whole or in part from the activity. I further release, waive, discharge, hold harmless and indemnify TPC Colorado, Berthoud-Heritage Metro Districts, its owners, board members, managers, employees, and agents, ("Releasees") from all demands, losses, or damages on account of injuries caused or alleged to be caused, in whole or in part, by the negligence of Releasees.

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Residents Minor Name (print) _____

Residents Minor Signature _____ Date _____

Resident Address: _____

Guardian's Name (print) _____

Guardian Signature Name _____ Date: _____

Berthoud Heritage Metropolitan District Swimming Pool Risk & Waiver of Liability Release.

Assumption of Risk & Waiver of Liability, Release, Indemnification of All Claims & Waiver of Liability

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at the **Berthoud Heritage Metropolitan District Swimming Pool** and their respective affiliated entities, officers, directors, employees, and agents, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that attendance at the Berthoud Heritage Metropolitan District Swimming Pool comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with attendance at the Berthoud Heritage Metropolitan District Swimming Pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with attendance at the Berthoud Heritage Metropolitan District Swimming Pool and that said list in no way limits the operation of this Agreement.

Assumption of Risk and Waiver of Liability, Release, Indemnification & Covenant Not to Sue

By signing this Assumption of Risk and Waiver of Liability, Release, Indemnification and Waiver of Liability is related to any consideration for my ability to attend and utilize the Berthoud Heritage Metropolitan District Swimming Pool:

I, _____, the undersigned participant, family members, minor children, or permitted guests, consent and acknowledge that the provisions herein and agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the Berthoud Heritage Metropolitan District Nos. 1-17, Heron Lakes Golf Operations, and their officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any claims, causes of action, damages, demands, liabilities, losses, expenses, costs, and attorneys’ fees or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, and the Berthoud Heritage Metropolitan District Nos. 1-17/Heron Lakes Golf Operations on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Berthoud Heritage Metropolitan District Swimming Pool facilities/equipment or participation in Berthoud Heritage Metropolitan District Swimming Pool programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I acknowledge and agree and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others.

In consideration of my attendance at the Berthoud Heritage Metropolitan District Swimming Pool, I, the undersigned participant, and my family, household members and permitted guests agree to abide by the Rules and Regulations of the District and use of the Berthoud Heritage Metropolitan District Swimming Pool and agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to attendance at the Berthoud Heritage Metropolitan District Swimming Pool

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at the Berthoud Heritage Metropolitan District Swimming Pool and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while attending the Berthoud Heritage Metropolitan District Swimming Pool and that by signing this agreement I **HEREBY RELEASE** Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe attendance at the Berthoud Heritage Metropolitan District Swimming Pool.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my household, my minor children and permitted guests, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, attorney fees, or expense, of any kind, that I may experience or incur in connection with my attendance

Berthoud Heritage Metropolitan District Swimming Pool Risk & Waiver of Liability Release.

at the Berthoud Heritage Metropolitan District Swimming Pool and activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees (collectively, "Claims").

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year _____.

BHMD Resident or TPC Colorado Applicant Signature: _____

BHMD Resident or TPC Colorado Applicant Name (Printed): _____
First Last

Address: _____

Email: _____

Phone: _____ (Please Circle) Home Cell Office

Status (Please circle): Heron Lakes Homeowner Vantage Homeowner TPC Colorado Member # _____

BHMD Resident or TPC Colorado Co-Applicant Signature: _____

BHMD Resident or TPC Colorado Co-Applicant Name (Printed): _____
First Last

Address (MUST MATCH MAIN APPLICANT ADDRESS): _____

Email: _____

Phone: _____ (Please Circle) Home Cell Office

Status (Please circle): Heron Lakes Homeowner Vantage Homeowner TPC Colorado Member # _____

List Dependent Names and Age (24 years or younger and hold the same main residential address as applicant)

Note: Individuals aged 16 years or older will be asked to provide a photo ID that must have the same matching name and residential address as the applicant on file upon pool check-in:

| Dependent Name(s) | Date of Birth | Sex (Circle) | Swimming Ability (Circle) |
|-------------------|---------------|--------------|----------------------------------|
| 1: _____ | _____ | M F | Non-Swim Beginner Inter Advanced |
| 2: _____ | _____ | M F | Non-Swim Beginner Inter Advanced |
| 3: _____ | _____ | M F | Non-Swim Beginner Inter Advanced |
| 4: _____ | _____ | M F | Non-Swim Beginner Inter Advanced |
| 5: _____ | _____ | M F | Non-Swim Beginner Inter Advanced |

Emergency Contact 1: _____ Phone: (____) _____
First Last

Emergency Contact 2: _____ Phone: (____) _____