



Colorado

2024 Berthoud Heritage Metropolitan District Swimming Pool Membership Packet

Complimentary access to the aquatics facility will be given to Berthoud Heritage Metropolitan District homeowner(s) deeded to the property and dependents aged 24 years or younger who share the same residential address, verifiable by a government issued ID. This includes Heron Lakes and Vantage residents as well as TPC Colorado Members. In order to verify correct membership, those aged 16 years or older will be asked to show a physical ID with a matching name and home address to a signed liability waiver and pool rules form.

Pool memberships carry no proprietary rights. No District members shall have or acquire any property rights in the property, assets, or holdings of Berthoud Heritage Metropolitan Districts.

How to Activate Your 2024 BHMDSP Pool Membership:

1. Read and return a fully executed 2024 Pool Membership Packet to TPCColoradoPool@gmail.com **OR** in person to the Fitness Center Desk/Pool Office.

All pool policies, rules and hours of operation are subject to change without notice, based on Health Department Regulations and inclement weather.



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 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 (**BHMDSP**) and that said list in no way limits the operation of this Agreement.

Governmental Immunity

Governmental Immunity. Nothing in this Agreement/Waiver shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

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

By signing this Assumption of Risk and Waiver of Liability, Release and Indemnification, and in consideration for my ability to attend and utilize the **BHMDSP**, 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. 1-18, 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. 1-18/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 **BHMDSP** facilities/equipment or participation in **BHMDSP** programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my attendance at the **BHMDSP**, 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 **BHMDSP** 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 **BHMDSP**.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my attendance at the **BHMDSP** 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 **BHMDSP** 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 **BHMDSP**.

I understand and acknowledge that everything on this form is true. I have read and will communicate to my family all **BHMDSP** Pool Rules, Pool Regulations, Guidelines and Covenants, Conditions, and Restrictions (CCR's) for BHMD including, but not limited to pool registration forms, pool rules and or posted signage at the pool.

I assume full financial responsibility for any damage caused by myself, spouse, guardians, and/or dependents, to the pool and surrounding area. I also understand if I, my spouse, guardian, and/or dependents violate **BHMDSP** Management Rules, pool Regulations and CCR's for BHMD and/or Berthoud Heritage CCR's as well as any local, state, or federal laws, that violator may be subject to prosecution and held responsible for such violation.

I understand and acknowledge that BHMD and/or TPC Colorado may revoke access to this amenity for Residents or Members who are not in good standing. I acknowledge that rules and regulations for the **BHMDSP** may change at any time, without subject to notice and that **BHMDSP** Management have the authority to revoke pool access on an annual or indefinite basis for any individual or full party of membership.



Colorado

2024 Pool Rules & Regulations

Purpose: Properly educate pool users on safety to ensure an enjoyable experience for anyone interested in using the community pool

Eligible Groups: Heron Lakes and Vantage Residents, TPC Colorado Members and Eligible Guests

District Member/TPC Colorado Member definition for the Pool Membership Form:

- Consists of the applicant, spouse/partner (co-applicant) and dependents. Dependents are children under the age of 25 who reside at the same address full-time as applicant(s). *Individuals not in this category (including grandchildren and childcare providers) are considered guests.*
- One family pass will be issued to each eligible home/lot owner or TPC Membership. TPC Colorado Members who also live in the Heron Lakes or Vantage community, will only be given one pass for access unless the individual owns two or more homes/lots in the qualifying communities. Passes are not to be shared and **BHMDSP** staff will be checking a photo ID to match the name and home address on file upon pool check-in for eligible members aged 16 and older.
- Owners in the Heron Lakes or Vantage communities who have long-term renters (defined as a lease of 6 months or longer) may forfeit and transfer access rights to Berthoud Heritage Metropolitan District amenities to their tenants. This requires an additional form to be completed. If this applies to you, please see the **BHMDSP** team for more information on the process.
- Pool memberships carry no proprietary rights. No District members shall have or acquire any property rights in the property, assets, or holdings of Berthoud Heritage Metro Districts.

Daily Fees and Guest Passes:

Daily guest fees are non-transferrable. Guests must check in with **BHMDSP** staff and be accompanied by an eligible pool pass holder during the entire duration of visiting the pool. Dependents not listed in your **BHMDSP** pool application and/or TPC Colorado Membership will be charged a daily fee. See rules on guests and associated fees for guests when required. District Residents or TPC Colorado Members can purchase an annual Nanny or Grandchild pass, who otherwise do not qualify as one of the eligible groups above.

\$ 10 ----- Daily Guest Fee: For adults and kids aged 2 or more. Kids under 2 are free.

Must be an eligible group to purchase a one-day guest pass.

\$ 10 ----- Daily Nanny Pass: Available for childcare provider serving an eligible group.

\$ 50/each ----- Annual Nanny Pass: Available for childcare provider serving an eligible group.

\$ 50/each ----- Annual Grandchild Pass: Available for grandchild of eligible group.

GENERAL POOL RULES & REGULATIONS

Supervision Required:

- The lifeguards are not replacements for close, active supervision of child/children by their guardian or parent. Parents or guardian, whether in direct attendance or not at the pool, are responsible for the safety and behavior of their children. For the protection and safety of all pool users, all parents, guardians, and children are expected to always follow the rules and regulations for adequate supervision: **DO NOT LEAVE CHILDREN UNATTENDED AT THE POOL.**
- It is the responsibility of parents and/or guardians to ensure that dependents who are non-swimmers or have limited swimming abilities, remain in shallow water levels and are always within arm's length of an adult. Do not leave your children at the pool unattended, lifeguards are not babysitters. If you use a daycare provider or a babysitter, please talk to them about supervision of your child/children at the pool.

- **Ages infant to 12:** A parent and or guardian must accompany all dependents under the age of 13 to the pool, no exceptions. That person is responsible for the supervision of the child/children at all times. An adult must be within arm's reach in the water for all children ages 0 to 6 years old.
- **Non-swimmers aged 6 and above:** May not be in the deep end of the pool and must be within arm's reach of an adult who is in the water or must wear a Coast Guard approved life jacket.
- **Age 13 to 17:** May swim unaccompanied during regular lifeguard hours with demonstrated adequate swimming ability by swimming the length of the pool twice to the satisfaction of the lifeguards.
- All persons using the pool and adjoining areas shall be responsible for their own safety and shall be deemed to assume risk of using the pool and agree by their presence in the pool and surrounding areas, that neither the operator, its agents or employees shall be liable for any loss, injury or death arising out of the Pool areas. Applicant assumes full financial responsibility for any damage caused by yourself, spouse, guardians, dependents, and/or guests to the pool.

Lifeguard Responsibilities:

Authorized personnel have responsibility for all activities at the pool and in the pool enclosed area and, therefore, have the authority and responsibility for the following:

- A.** Close the pool at any time due to acts of nature, weather (thunder, lighting, rain,) fire ash, dust storms, safety reasons, disturbances, mechanical issues (heater, pumps, etc.) and water quality issues due to human defecation or outside temperature of 65 or less. Keep in mind if the pool closes due to weather, it could remain closed for the entire day, depending on time of inclement weather and weather forecast for that day.
- B.** Remove any person from the pool area for any logical reason including improper swimming attire (i.e., cut-offs, thongs are prohibited) reckless play, intoxication, etc.
- C.** Non-swimmers may use lifeguard-approved flotation devices. Swimmers who are dependent of flotation devices to swim must be supervised and accompanied by an adult swimmer who is also in the water; they must be within arm's reach and supervise the swimmer.
- D.** Lifeguards have the right to assess anyone's swimming ability as seen fit and might ask the swimmer to complete certain swimming tasks to assess that person's swimming ability.
- E.** The lifeguard is not a nanny or babysitter. The lifeguards are concerned with overall pool safety and cannot/will not supervise one individual.
- F.** Orders of the lifeguard must be obeyed at all times. If you have a concern or complaint, please direct it to Tyler Herman, Pool Manager, at tylerherman@tpccolorado.com or (970) 528-7071.
- G.** Snorkels, fins, masks, kick boards, weights, Frisbees, small balls, and inflatable devices are NOT PERMITTED in the pool unless permission is obtained from pool staff. (**This depends on number of people in pool area.**)
- H.** All swimmers under the age of 18 must vacate the water during rest breaks (No Exceptions). No sitting on edge of pool during rest breaks.

Pool Pass Verification and Revocation:

- A.** The first time the rules have been disobeyed there will be a warning. Subsequent offenses may result in a suspension or revocation of pool access.
- B.** Revocation may occur based on any individual included in your household or guest brought by an eligible member and will apply to the entirety of your household.
- C.** Pool staff and/or District personnel may verify pool membership, to ensure member entry accuracy for any individual. Those aged 16 and older will be asked to provide a photo ID to verify name and address matched to membership.
- D.** If pool membership is revoked, **FOR ANY REASON**, no pool membership refunds will be issued.
- E.** If pool membership is revoked, it is at the discretion of the Berthoud Heritage Metropolitan District or **BHMDSP** Management if this is **FOR AN ANNUAL SEASON OR IN ENTIRETY**.
- F.** Pool membership requires District Residents and/or TPC Colorado Members to be in good standing. Residents or TPC Members who are not in good standing, will have temporary revocation of access until in good standing.

General Pool Rules and Usage:

1. Parents or mature guardian/caretaker must accompany and supervise all children under the age of 13 years old.
2. Children who cannot swim may use us-coast guard approved life vests in the pool. Parents of children who cannot swim must be always within one arm's length of non-swimming children. Do not leave children unattended at the pool.
3. Children over 5 years of age are required to use restroom designed for their specific gender.
4. To keep a family-friendly environment, all swimmers must wear proper swim attire. Cut-offs, gym shorts, and thongs are specifically prohibited. Swim diapers are required for children under 3 and for health safety reasons. Cloth or disposable diapers are not allowed.
5. Members or their guests will be requested to leave the premises if they are intoxicated, use foul or sexually explicit language, or exhibit violent, abusive, or other undesirable behavior.
6. Persons with open sores, skin infections, contagious diseases, or bandages will not be allowed in the pools.
7. Members are solely responsible for safeguarding all personal belongings (keys, cell phones, audio & electronic devices, etc.). Musical devices, cameras, and cell phones are not allowed in restrooms/locker rooms.
8. Members must understand that they are ultimately responsible for the safety of their family members and guests at all times.
9. No glass allowed in the pool area at any time. Food allowed in designated areas only and not in pool.
10. No running, no diving, no jumping in backwards, no wrestling, no pushing, no dunking, no spitting, and no ball playing.
11. No pets allowed in the pool area (certified service dogs are accepted).
12. Possession and consumption of alcoholic beverages, unless in designated areas, is strictly prohibited. All food and beverage, with the exception of water, must be purchased from pool facility.
13. No smoking or drugs on premises. This is a non-smoking facility. Smoking of any kind (this includes electronic/vapor, chew tobacco, and drugs) are not permitted in or around the pool, pool deck, restrooms, parking lot or on the pool area grounds.
14. Firearms and weapons are strictly prohibited anywhere in or near the pool facility.
15. The use of floatation devices may be used only at the discretion of the lifeguards. Use of these devices may be discontinued if the pool becomes busy and the floatation devices interfere with guarding the pool, or if floatation devices are being used in an unsafe manner.
16. Bicycles, tricycles, skateboards, roller skates, or other play equipment are not allowed in the pool area.
17. Jumping the fence is prohibited. Violators will be prosecuted for trespassing and pool access may be suspended or revoked.
18. At no time may gates be propped open for entry to the facility unless opened by a guard for facility usage reasons.
19. Rest breaks will be called by the lifeguards every hour. All swimmers under the age of 18 must vacate the water during rest breaks (no exceptions). No sitting on edge of pool during rest breaks. Only adults aged 18 or older can be in the water during the rest breaks/adult swim.
20. Lifeguards have the final say on all rules, their interpretation and enforcement. Disobeying lifeguards may result in temporary or complete revocation of swimming pool privileges.
21. Pool may close at any time:
Due to acts of nature, weather (thunder, lighting, rain,) fire ash, dust storms, safety reasons, disturbances, mechanical issues (heater, pumps, etc.) And water quality issues due to human defecation or outside temperature of 65 or less. Keep in mind if the pool closes due to weather, it could remain closed for the entire day, depending on time of inclement weather and weather forecast for that day. BHMDSP does not have to provide notice when the pool closes due to inclement weather.

22. Pool furniture: individuals will pay for any damage to the pool furniture, equipment, or facility in full.
23. Guest pass rules:
- a. BHMD/TPC Member must be in good standing to bring guests.
 - b. BHMD/TPC Member must check-in guests with the guards when entering the pool.
 - c. Guests must always be accompanied by a BHMD/TPC Member.
 - d. Adult members in good standing may bring up to 4 guests per day by paying a fee per guest, per day.
 - e. Guests: no in and out with guests, once guests leave the pool area, they must pay a fee for re-entry.
 - f. Guest visits permitted on a space-available-basis only. (limit of 4 guests per day: subject to change.)
 - g. \$10 daily guest fee includes access to the pool and fitness facility on the same day of visit, accompanied by the eligible district resident or TPC Member.

2024 POOL OPERATIONAL HOURS (Weather Permitting)

Pool Opens: Saturday, May 25th, 2024
Summer Pool Hours: 10:00 a.m. to 8:00 p.m.

District is not required to send an email when the pool closes due to weather issues

Pool hours will change effective August 19, 2024:
Monday through Friday: Hours: 4:00 p.m. to 8:00 p.m.

Saturday and Sunday: Hours: 10:00 a.m. to 8:00 p.m.
(Pool Hours subject to change)

Pool closes for the season Monday, September 2, 2024 at 8:00 p.m.

Pool water temperature will be approximately 85°F

If you have any questions regarding these policies, please contact **BHMDSP** Management at
TPCColoradoPool@gmail.com

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.

By signing below, you agree that you have read and acknowledge all rules and regulations regarding the Berthoud Heritage Metropolitan District Swimming Pool, and the Assumption of Risk and Waiver of Liability.

Applicant Signature: _____

Applicant Name (Printed): _____
First Last

Address: _____

Email: _____

Phone: _____ (Please Circle) Home Cell Office

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

Co-Applicant Signature: _____

Co-Applicant Name (Printed): _____
First Last

Email: _____

Phone: _____ (Please Circle) Home Cell Office

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

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

Emergency Contact 2: _____ Phone: (____) _____
First Last

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