

## Ken-Caryl Ranch Commercial Use Permit Terms and Conditions for Park Use

1. In this Agreement, the Ken-Caryl Ranch Metropolitan District is called the "**District**" and the organization that applied for and received approval to use one or more District Parks is called the "**Organization**".
2. If applicable, the District and all providers of youth athletic activities in the State of Colorado are required to complete and maintain appropriate concussion education training under the **Jake Snakenberg Youth Concussion Act**. The Organization represents that it is currently in compliance with the requirements of the Act and will take all actions necessary to maintain its compliance throughout the duration of its use of the District's park(s).
3. A certificate of insurance is required from all providers, showing that Organization has a comprehensive general liability policy of \$1,000,000 and that the **Ken-Caryl Ranch Metropolitan District, 7676 South Continental Divide Rd., Littleton, Colorado 80127** is listed as additional insured.
4. **THE DISTRICT PROVIDES THE PARK(S) IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PARK(S), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR ANY CONDITION, OPERATION, OR PURPOSE, OR THE SAFETY OF THE PARKS OR ANY PART THEREOF. ORGANIZATION EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE PARK(S) MAY BRING ORGANIZATION'S PARTICIPANTS OR THIRD PARTIES INTO PROXIMITY WITH INHERENTLY DANGEROUS CONDITIONS, WHICH MAY BE ANTICIPATED OR UNANTICIPATED, AND THAT MAY RESULT IN SEVERE PERMANENT INJURY OR DEATH, INCLUDING, WITHOUT LIMITATION, ADVERSE WEATHER CONDITIONS; ENCOUNTERS WITH INSECTS OR WILD OR DOMESTIC ANIMALS; CONTACT WITH WATER, SNOW, ICE, MUD, OR OTHER ORGANIC OR NONORGANIC MATERIALS; CONTACT WITH FLYING, FALLING, OR STATIONARY OBJECTS; CONTACT WITH OTHER PARK USERS; TURF IRREGULARITIES; AND SLIPPING, TRIPPING, OR FALLING HAZARDS. ORGANIZATION ALSO UNDERSTANDS THAT THE PARK(S) ARE GENERALLY OPEN TO THE PUBLIC, AND THEREFORE CONTRACTION OF THE COVID-19 VIRUS, WHETHER FROM PREVIOUS USERS OF THE PARK(S) OR OTHER PERSONS ON OR NEAR THE PARK(S) DURING THE ORGANIZATION'S USE UNDER THIS AGREEMENT, IS AN INHERENT RISK OF USING THE PARK(S).**
5. Organization assumes any and all risks associated with use of the Park(s), and releases, waives, and discharges the District and its current and former directors, officers, employees, and agents (collectively, "**Agents**") from any liability or cost arising from injury to a person or damage to property resulting from Organization's use of the Park(s), including the risk of contracting COVID-19. Organization will indemnify and defend the District and its Agents, and hold them harmless from any and all liability or cost arising from Organization's use of the Park(s) or from the Organization's breach of any term of this Agreement, including but not limited to claims related to the transmission or contraction of the COVID-19 virus in connection with the Organization's use of the Park(s) pursuant to this agreement.
6. Organization is responsible to leave the Park(s) and any spectator areas used by Organization in a clean and orderly manner. Organization is responsible to pay for any damage, turf repair, extra trash collection, or other clean-up that is required after Organization's use. The District will notify Organization in writing of any such repair/clean-up costs incurred, and Organization will pay the full amount within 30 days of the notice.
7. **All Park use fees must be paid at time of booking** to reserve park. Cancellations must be made one week prior to reservation and a \$10 service fee will be applied. Cancellations within one week of reservation, will not receive a refund.
8. The District reserves the right to close the Park(s) due to weather, weather-related Park conditions, unforeseen maintenance situations, or the safety of the public. The District does not compensate for such closures.
9. The District does not provide snow removal on any Park. Snow removal or shoveling of the Park(s) by Organization is prohibited.
10. Organization may not, without the District's written approval: (a) sell or authorize the sale of food, drinks, or concession items at the Park(s); (b) sell merchandise or charge admission at Organization events at the Park(s); (c) stake signs, banners, or other materials into the Park(s); or (d) assign this Agreement or agree to let other persons or organizations use the Park(s) in Organization's place.
11. Organization and its participants are responsible for the security and safekeeping of their personal property. The District and its Agents are not responsible for left, lost, damaged, or stolen items.
12. The use of alcohol at the Park(s) is prohibited.
13. The Park(s) are not a public forum and the District reserves the right to reasonably restrict uses of the Park(s) that do not promote the health, safety, prosperity, and general welfare of the District or its citizens.
14. Nothing in this Agreement is intended to waive any of the privileges, immunities, or defenses provided to the District and its Agents under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
15. Either the District or Organization may terminate this Agreement for any reason upon 30 days prior written notice given to the other party.