

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
BIG DRY CREEK METROPOLITAN DISTRICT**

ADOPTING A DISTRICT PARK AND OPEN SPACE USE POLICY

WHEREAS, Big Dry Creek Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized pursuant to Article 1, Title 32, Colorado Revised Statutes; and

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities, and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S. the District has the power to adopt, amend, and enforce bylaws and rules and regulations for the purpose of carrying on the business, objects, and affairs of the Board of Directors and the District; and

WHEREAS, pursuant to § 18-9-117(1), C.R.S., the District has the power to adopt orders, rules, or regulations, for the administration, protections, and maintenance of public buildings and property, including but not limited to the prohibition of activities or conduct within public buildings or on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance; and

WHEREAS, the District currently or in the future will own and maintain park(s) and park and recreation amenities within the boundaries of the District (the “**District Parks**”); and

WHEREAS, the District currently or in the future will own and maintain certain open space within the boundaries of the District (the “**District Open Space**”); and

WHEREAS, the District desires to set forth and enforce certain policies regarding the use of the District Parks and District Open Space.

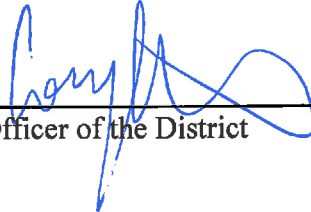
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District as follows:

1. The District hereby adopts a District Park and Open Space Use Policy, attached hereto as **Exhibit A** and incorporated herein, as may be amended from time to time.
2. The provisions of this Resolution shall take effect on October 17, 2017.

(Remainder of page intentionally left blank)

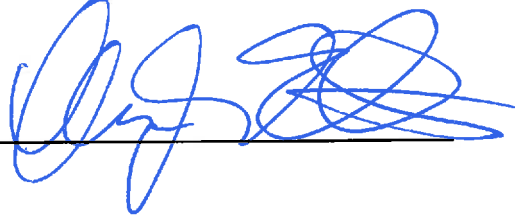
ADOPTED THIS 17TH DAY OF OCTOBER, 2017.

BIG DRY CREEK METROPOLITAN DISTRICT




Officer of the District

ATTEST:



APPROVED AS TO FORM:
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel to the District

EXHIBIT A

DISTRICT PARK AND OPEN SPACE USE POLICY

BIG DRY CREEK METROPOLITAN DISTRICT
DISTRICT PARK AND OPEN SPACE USE POLICY

1. **District Park Use and Reservations.** The pavilions, gazebos, and athletic fields at the District Parks are available for the general, informal use by the general public provided they have not been previously reserved and subject to this District Park and Open Space Use Policy (the “Park Policy”). Any party with a reservation will have priority over the general public to use the pavilions, gazebos, or athletic fields. Commercial use of the District Parks is prohibited without prior written approval of the District.

a. The pavilions and gazebos at the District Parks may be reserved for exclusive use by a member of the general public provided they have not been previously reserved. To reserve the pavilions and gazebos at the District Parks, individuals or groups must complete the Park Reservation Permit Application and Indemnification Agreement, attached hereto as **Exhibit 1**, as may be amended from time to time.

b. The athletic fields at the District Parks may be reserved for exclusive use by a member of the general public for sports team games and practices provided they have not been previously reserved. Any activity consisting of 5 or more players per team will require a permit prior to using the fields. To reserve the athletic fields at the District Parks, individuals or groups must complete the Athletic Field Application and Indemnification Agreement, attached hereto as **Exhibit 2**, as may be amended from time to time.

2. **Prohibited Activities.** The following activities are prohibited within the District Parks and District Open Space, unless specifically authorized in writing by the District.

a. Place or post signs.

b. Camp overnight.

c. Enter, remain in, or refuse to leave during those times when the District Parks or District Open Space are not open for public use.

d. Enter, without authorization, those areas and facilities designated as closed to the general public.

e. Dispose of trash.

f. No garbage, refuse, abandoned junk, solid waste, litter or other offensive material shall be dumped, thrown onto, deposited onto, or otherwise allowed to remain on any District Park or District Open Space, except in designated trash receptacles. It shall be a violation of this Park Policy for any person, group, or business entity to throw, dump, or cause to be dumped, whether from a vehicle or otherwise any garbage, refuse, rubbish, litter, junk, appliances, equipment, cans, bottles, paper, lumber, trees, tree limbs, brush or any other form of solid waste anywhere within District Parks or District Open Space. If any of the material dumped in violation of the provisions of this subsection can be identified as having last belonged to, been in the possession of, sent to, received by, or to have been the property of any person, group, or business entity prior to it being dumped as prohibited herein, such identification shall be presumptive prima facie evidence that such violator dumped or caused to be dumped such material in violation of this Park Policy.

g. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the owner leaves.

h. Operate remote controlled or control-line devices, including drones, in the air, on or in the water, or on the ground.

i. Use any amplified sound system that produces audible sound beyond twenty-five (25) feet.

j. Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.

k. Smoking is prohibited in all District Parks and District Open Space. "Smoking" means inhaling or exhaling the fumes of any organic or synthetic material, including but not limited to plants, herbs, or tobacco, or possessing any product, device, or equipment producing smoke or vapors intended to be inhaled or exhaled.

l. Play or practice of golf or archery.

m. Possession of any glass bottle or container.

n. Discharge of explosives or fireworks or the operation of launch model rockets or other devices which may have an explosive charge.

o. The conduct of any private enterprise without the prior written consent of the District.

p. Parking motor vehicles overnight.

q. Selling, serving, dispensing, possessing, or consuming any alcoholic beverages.

r. Block, close off, or impair access to any trails or facilities.

s. Hunt, shoot, kill, injure, trap, or maim any animal.

t. Permit any livestock to graze.

u. Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates, or locks regulating access.\

v. Remove, cut down, or alter rocks, trees, shrubs or other features of the natural environment.

w. Build a fire.

x. Operate unauthorized motor vehicles, including off-road vehicles such as ATVs, dirt bikes, and other recreation vehicles.

y. Possess any weapon(s), unless authorized pursuant to § 18-12-214, C.R.S. “Weapon(s)” includes, but is not limited to, ballistic knife, blackjack, bomb, gas gun, gravity knife, handgun, knife, machine gun, short rifle, short shotgun, stun gun, or switchblade knife.

3. **Compliance.** All persons must obey any order, rule, or regulations of the District and the instructions of any sign posted by the District within the District Parks and District Open Space.

4. **Violations of the Park Policy.** If any person fails to observe and obey any order, rule, regulation, or the instructions of any sign posted by the District, the District Manager, or their designee, may immediately remove or cause to be removed such person from the District Parks and District Open Space. The District Manager, or their designee may ban such person from the District Parks and District Open Space for such period of time as may be necessary to secure compliance with any order, rule, regulation, or the instructions of any sign posted by the District. The District Manager, or their designee, in their sole discretion may impose a fine upon such person for violation of the Park Policy.

a. **Fines/Penalties/Charges.** A violation of the Park Policy is subject to all civil remedies available to the District under Title 32, Article 1, C.R.S. or any other applicable laws, including a civil penalty hereby imposed in the amount of \$25 for the first violation, \$50 for the second violation, and \$100 for the third violation, and actual costs and attorney’s fees incurred by the District with respect to any damages or other losses sustained by the District because of the violation of this Park Policy, including the costs of third parties engaged by the District to remedy any violation. Such penalties, charges, costs and attorneys fees shall be assessed against a violator of the Park Policy (“Violator”) and may be assessed against real property or the owners of any real property located within the District on which a Violator of the Park Policy resides on a permanent or temporary basis. The District may collect such penalties, charges, costs, and attorney’s fees it incurs by any means necessary authorized by law. The District Manager shall provide the Violator of a Notice of Alleged Violation as soon as reasonably practicable after the alleged violation has occurred.

b. **Opportunity for Hearing.** Any Violator charged with a violation of the Park Policy is entitled to an opportunity for a hearing to rebut the charge. If any Violator desires a hearing, they must proceed as follows.

i. Within seven (7) days after the Notice of Alleged Violation has been delivered to the alleged violator, the Violator must complete the Request for a Hearing Form, which is attached to the Notice of Alleged Violation, and return it to the District Manager.

ii. If a Request for a Hearing is timely filed, an administrative hearing on the complaint shall be held before a representative or committee appointed by the Board (the “Tribunal”). The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing by the District Manager.

iii. At the hearing, the Tribunal shall hear and consider arguments, evidence, or statements regarding the alleged violation. Following the hearing, the Tribunal shall issue its determination regarding the alleged violation. The decision of the Tribunal shall be binding on both the Violator and the District. The Violator may appeal, in writing, any decision of the Tribunal to the Board of Directors.

c. If no Request for a Hearing is received within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Alleged Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Violator shall be notified by the District Manager of any such determination using the same form and in the same manner as if a hearing had been conducted.

EXHIBIT 1

Park Reservation Permit Application and Indemnification

Big Dry Creek Metropolitan District
Park Reservation Permit Application and Indemnification

Return application to: Big Dry Creek Metropolitan District, CLA 8390 E
Crescent Parkway Suite 300 Greenwood Village, CO 80011, Phone: 303-779-5710
Geol.Scheirman@Claconnect.com
Make checks payable to: Big Dry Creek Metropolitan District

Rental Party: _____ Day Phone: _____

Organization (if applicable): _____ Night Phone: _____

Address: _____ City/Zip: _____

Email: _____

INDEMNIFICATION/WAIVER OF LIABILITY: Rental Party, its successors and assigns, waives all liability and will defend, indemnify and hold harmless the District, the District's staff, employees, consultants, licensees, invitees, agents, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorneys' fees, caused by, resulting from, or in any way arising out of the use of the District's facilities by the Rental Party, its licensees, invitees, agents, contractors, subcontractors, employees, successors, and assigns.

X _____
Rental Party Signature _____ Date _____

DATE(S): _____ DAY(S): M TU W TH F SA SU
(Circle Day(s))

PURPOSE OF RENTAL (Describe the type of meeting or event): _____

ESTIMATED NUMBER OF PEOPLE EXPECTED: _____

WILL ALCOHOL BE PRESENT? _____

LOCATION REQUESTED: _____

TIME(S) including set up and clean up: _____ a.m./p.m. to _____ a.m./p.m.

Approved: _____ Denied: _____
\$ _____

Facility Fees: Events _____ x \$ _____ rate =

Reviewed by: _____ Date: _____

Deposit Paid by: _____ Check #: _____

Total Due for Event: _____

Total Paid by: _____ Check #: _____

Drivers License #: _____

Special Instructions: _____

Walk Through:
Acceptable/Unacceptable
Comments:

BIG DRY CREEK METROPOLITAN DISTRICT
PARK RESERVATION AND PERMIT POLICY

Permit Requirements:

The pavilions, gazebos, and athletic fields are available for the general, informal use of the general public provided they have not been previously reserved. Commercial use of the park is prohibited without prior written approval by the District.

Permits will only be issued to applicants 18 years of age or older.

Payment and Deposit Requirements:

Reservations are based on a first-come first-served basis.

The fees and charges as shown on the rental application must be paid prior to your reservation being confirmed. The deposit check, less any amounts retained for cleaning or damage, will be returned to you within 1-2 weeks following your rental.

All fees and deposits must be received by the District 14 days prior to the reservation.

Refunds will only be granted if the District is notified of the cancellation no less than 14 days prior to the reservation date. Refunds are subject to a \$5 processing fee and require 1-2 weeks to be processed.

If the Deposit is insufficient to pay for any damages and/or clean up, the applicant agrees to pay for any and all additional costs. The applicant further agrees that the District may invoice the applicant for any charges in excess of the deposit. The Applicant agrees to pay any such invoice charges within thirty (30) days, and if any such invoice charges are not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice.

Fees and Deposit:

- \$250.00 Deposit - The deposit will be returned within 2 weeks following your rental, providing that there are no damages or trash clean up charges, and providing that the permit holder has complied with the conditions of the permit. **PLEASE NOTE: DEPOSIT CHECKS WILL BE CASHED AND THE FUNDS WILL BE HELD BY THE DISTRICT.**

- \$25.00 Permit Fee

The applicable fees are due 14 days prior to the reservation date. Return application to: Big Dry Creek Metropolitan District, CLA 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80011, Phone: 303-779-5710 Geol.Scheirman@Claconnect.com
Make checks payable to: Big Dry Creek Metropolitan District

Reservations will not be considered final until approval is granted and the appropriate fee and deposit have been received at the offices of CLA for Big Dry Creek Metropolitan District, CLA 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80011, Phone:303-779-5710 Geol.Scheirman@Claconnect.com

Make checks payable to: Big Dry Creek Metropolitan District

PERMIT CONDITIONS

1. Rental includes only those facilities or areas as indicated on the application and permit.
2. The Rental Party is responsible for the use of the facilities and those attending.
3. Motorized vehicles are prohibited on the fields (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).
4. The District may post signs notifying users of restrictions or other rules and regulations and the Rental Party agrees to abide by and comply with any such posting.
5. No commercial concessions may be operated, nor charge or donation requested of the public on the premises without prior written approval by the District.
6. Upon completion of the event, the area shall be restored to a litter free condition. The Rental Party agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
7. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
8. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The Rental Party agrees to be responsible for all such damage.
9. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Practice Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
10. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
11. Alcoholic Beverages. Alcoholic beverages may be served as long as the Rental Party abides by the following conditions:

a. **IF ALCOHOL IS TO BE PRESENT, THE RENTAL PARTY IS REQUIRED TO HIRE OFF-DUTY POLICE OFFICER(S) OR SECURITY. MOREOVER, THE PLANNED CONSUMPTION OF ALCOHOLIC BEVERAGES SHALL BE REPORTED AT THE TIME THIS APPLICATION AND CONTRACT IS SUBMITTED TO DISTRICT.**

b. No fee will be charged, either directly or indirectly by the Rental Party or its affiliates (*i.e. no cash bar*) for the sale or consumption of alcoholic beverages.

c. No alcoholic beverages, including 3.2 percent alcohol beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.

d. It is acknowledged that District does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Rental Party **shall be solely responsible** for compliance with the liquor laws of the State of Colorado and any local regulations. No alcoholic beverages will be served or consumed outside of the District facilities at any time.

e. If any persons under the age of 21 attending the event, whether invited or uninvited, brings alcoholic beverages onto the District facility, the Rental Party shall take action to have such beverages removed from the premises. If necessary, the Rental Party will call the police to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Rental Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.

f. If any adult (persons 21 years old or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol on the District facility, the Rental Party will take action to have such activities stopped, and if necessary, notify the police to seek assistance.

g. The Rental Party agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Rental Party agrees that it is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the event.

h. The Rental Party shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Rental Party's failure to comply with the provisions of this Agreement.

i. **Security personnel is required for all rentals during which alcohol will be present. No exceptions will be granted.** If security personnel is required, the undersigned will be responsible for all costs related thereto. Security personnel must be approved by the Board or its Designee and security personnel must report any violations of this Agreement to the Board or its Designee. The Rental Party must provide a copy of the contract for off-duty police or security to the District Manager prior to the date of the event for approval. ***In the event this provision is violated by the Rental Party, the Rental Party shall automatically be assessed a minimum of***

\$250 penalty and shall have all District facility access privileges suspended for twelve (12) months.

Initial _____

12. A copy of the Permit must be in the possession of the applicant and shown to District personnel upon request.

13. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.

14. This Permit is non-assignable.

15. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Permit. Users must vacate the area at the time designated on the permit. **Failure to comply with the time restraints may be considered a forfeiture of the security deposit.**

16. **Limitation of Liability and Indemnification.** The Rental Party agrees that the District, any Designees, the District's managers, consultants, employees and staff shall not be liable for damage or loss to the guests' property, of whatever kind or nature. The Rental Party further agrees that the District, any Designees, the District's managers, consultants, employees and staff, shall not be liable for injuries to persons or property occurring within or around any District property. The Rental Party agrees to indemnify, defend, and hold harmless the District, any Designees, the District's managers, consultants, employees and staff, and their respective officers, directors, managers, agents, employees, contractors and subcontractors from and against any and all damages, losses, liabilities, claims, costs, and expenses, including reasonable attorneys' fees in defending against the same, arising in any way out of the use of the District facilities or equipment by the Rental Party or the guests of the Rental Party.

Initial _____

17. Due to concerns about the field conditions, Big Dry Creek Metropolitan District reserves the right to cancel an event if it is deemed that the field conditions are poor or the activity will cause damage. It is the responsibility of the field user(s) to know the status of any given field to maintain safe and playable field conditions. The fields may not be used and activities must be cancelled when any of the following conditions exists.

a. Water standing on the infields of ball fields or goal mouths/midfield of multipurpose fields.

b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation.

c. Snow covers the field (Snow removal by user groups will not be permitted.).

- d. Where grass is sparse or field is worn badly and ground is saturated.
- e. Frost is visible on the field.
- f. Mud cakes or clings to shoes.
- g. Steady rain is falling.
- h. Dirt (infields) areas are muddy.

VIOLATION OF ANY OF THE PERMIT CONDITIONS OR ANY OF THE DISTRICT'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PERMIT.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Park Reservation and Permit Policy.

Signature of Rental Party _____

(Name of Organization)

Date _____

EXHIBIT 2

Application and Revocable Park Use Permit for Sports Fields for Sports Team Practices

Sports Field Release Waiver and Indemnification

Big Dry Creek Metropolitan District

5690 Webster St #100, Arvada, CO 80002

Arvada, CO 80007

303-872-9224

303-309-0468 (fax)

Application and Revocable Park Use Permit for Sports Fields for Sport Team Practices, and Sports Field Release Waiver and Indemnification.

Please Note: At least one team coach must be a resident of Big Dry Creek Metropolitan District (the "District"), who is not less than 21 years of age. A resident coach must be present at all reserved times.

_____ Number of Resident Players
 _____ Number of Non-Resident Players

Age Group: _____ Male Female Sport: _____

Name of Organization: _____

Address of Organization: _____

Name of Park: _____

Season: Feb-March Apr.-May June-July Aug.-Sept. Oct.-Nov.

OR

Specific Dates: _____

TIMES: (Circle requested time slots for no more than two days per week, 1 time slot per day; be sure to mark at least your 1st and 2nd choices)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am
10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm
12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm

2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm
4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm
6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm

Resident Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

Additional Coach's Name: _____

Address: _____

Phone: Office _____ Home _____

E-mail Address: _____

POLICY

Revocable Park Use Permits for Sport Fields for Sport Team Practices (“Practice Permit”) will be issued seasonally on a first come first serve basis starting January 1 of each year. The following must be submitted in order to be considered for a Practice Permit:

- 1) A completed Application for Revocable Park Use Permit for Sport Fields for Sport Team Practices;
- 2) A formal roster of all team players with their addresses or addresses of schools they attend within the District;
- 3) A Sport Fields Release Waiver and Indemnification signed by a parent or guardian for each player;
- 4) A Sport Fields Release Waiver and Indemnification signed by each coach;
- 5) A Sport Fields Release Waiver and Indemnification signed on behalf of the sponsoring organization.

All sports fields, ball fields, and parks owned by the District are available for the general informal use of District residents and their guests, provided they have not been previously reserved. Any activity consisting of 5 or more players per team will require a permit prior to using the fields. Commercial use of the fields is prohibited.

Reservations will be selected on a first come first serve basis. Field times and preferences will be granted in order of how the reservations are received by the office. You may or may not get your first choice of days and times. As such, please provide a second and third choice to ensure you get a reservation.

Reservations must be cancelled 7 days in advance of the start of the season to receive a full refund of the use fee and deposit.

Fees and Deposit:

\$250.00 Deposit - The deposit will be returned within 2 weeks following your rental, providing that there are no damages or trash clean up charges, and providing that the permit holder has complied with the conditions of the permit. **PLEASE NOTE: DEPOSIT CHECKS WILL BE CASHED AND THE FUNDS WILL BE HELD BY THE DISTRICT.**

\$50.00 Usage Fee per month for up to two days per week in one time slot per resident/organization/team

\$100.00 per month for up to two days per week in one time slot per non-residents/organization/team.

The applicable fees are due 14 days prior to the reservation date. The fees are charged per season, and are payable to Big Dry Creek Metropolitan District. You can only reserve one season at a time per deposit. Please make checks payable to the Big Dry Creek Metropolitan District and send to: Big Dry Creek Metropolitan District, CLA 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80011, Phone: 303-779-5710

Geol.Scheirman@Clacconnect.com

Make checks payable to: Big Dry Creek Metropolitan District

Reservations will not be considered final until approval is granted and the appropriate fee and deposit have been received at the offices of Big Dry Creek Metropolitan District, CLA 8390 E Crescent Parkway Suite 300 Greenwood Village, CO 80011. If you do not get a response please reach out to Geol.Scheirman@Clacconnect.com

Make checks payable to: Big Dry Creek Metropolitan District

PERMIT CONDITIONS

1. Motorized vehicles are prohibited on the fields (this includes vehicles for purposes of unloading or loading equipment) unless a prior written approval of the District is granted (for such purposes as dragging the infield with ATV).
2. No commercial concessions may be operated, nor charge or donation requested of the public on the premises.
3. Upon completion of each practice, the area shall be restored to a litter free condition. The applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District necessitated by the team's use.
4. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
5. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The applicant agrees to be responsible for all such damage.
6. Disorderly conduct and / or abusive language are prohibited and shall be cause for revocation of the Practice Permit. The activity may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
7. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior written approval of the District.
8. No alcoholic beverages are permitted. Consumption of alcoholic beverages on the premises shall be cause for revocation of Practice Permit and immediate expulsion.
9. A copy of the Practice Permit must be in the possession of the resident coach and shown to District personnel upon request.
10. District parks and facilities are patrolled by local law enforcement agencies. Use of the facilities is subject to all applicable state and local laws and regulations.
11. This Practice Permit is non-assignable.
12. **Permits are for practice use only.** League games or tournaments shall not be held on the fields. Scrimmages are okay as long as both teams using the field have a permit.
13. All reservations will be subject to time limitations and use limitations, and may be subject to other conditions or restrictions, as set forth in the Practice Permit. Users must vacate the area at the time designated on the permit. **Failure to comply with the time restraints may be considered a forfeiture of the security deposit.**
14. Due to concerns about the field conditions, Big Dry Creek Metropolitan District reserves the right to cancel an event if it is deemed that the field conditions are poor or the activity will cause damage. It is the responsibility of the field user(s) to know the status of any given field to maintain safe and playable field conditions. The fields may not be used and activities must be cancelled when any of the following conditions exists.
 - a. Water standing on the infields of ball fields or goal mouths/midfield of multipurpose fields
 - b. 1/2 inch or more of moisture has fallen within the previous 24 hours, causing ground saturation
 - c. Snow covers the field (Snow removal by user groups will not be permitted.)
 - d. Where grass is sparse or field is worn badly and ground is saturated
 - e. Frost is visible on the field
 - f. Mud cakes or clings to shoes
 - g. Steady rain is falling
 - h. Dirt (infields) areas are muddy

VIOLATION OF ANY OF THE PRACTICE PERMIT CONDITIONS OR ANY OF THE DISTRICT'S POLICIES MAY RESULT IN IMMEDIATE REVOCATION OF THE PRACTICE PERMIT.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this Practice Permit.

Signature of
Applicant _____ (Name of Organization)

Date _____

Big Dry Creek Metropolitan District
Revocable Park Use Permit for Sports Fields for Sport Team Practices
 (to be completed by District office personnel)

Name of Organization: _____

Address of Organization: _____

Name of Park / Location: _____

Season (Dates of Use): Feb-March Apr.-May June-July Aug.-Sept. Oct.-Nov.

Day(s) and Time(s) of Use:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am	8:00 am – 10:00 am
10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm	10:00 am – 12:00 pm
12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm	12:00 pm – 2:00 pm
2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm	2:00 pm – 4:00 pm
4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm	4:00 pm – 6:00 pm
6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm	6:00 pm – 8:00 pm

Approved _____ Disapproved _____ Date _____

Fee: _____ Deposit: _____

Cash _____ Check # _____ Other _____ Total \$ _____

Special Conditions: _____

Signature _____

Title _____

Date _____

**SPORT FIELDS RELEASE, WAIVER AND INDEMNIFICATION
(PARENT/LEGAL GUARDIAN)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF
LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, on behalf of myself and my child, for whom I am the legal guardian named who wishes to participate in sports activities on sport fields owned and operated by Big Dry Creek Metropolitan District, City of Thornton, Adams County, Colorado (the "District") recognize the possibility of physical injury and loss associated with athletic activities including but not limited to soccer, football, baseball, and softball. I agree that my minor child and I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

1. **to release and agree not to sue Big Dry Creek Metropolitan District**, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's participation in activities, and/or use of any equipment, facilities or premises of the Big Dry Creek Metropolitan District. **I understand I agree here to waive all claim/s I or my child may have against Big Dry Creek Metropolitan District and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Big Dry Creek Metropolitan District as a result of any injury, damage, death or other loss suffered by me or my child;**

2. **to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Big Dry Creek Metropolitan District** its directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claim/s: (a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's participation in activities, and/or use of any equipment, facilities or premises of Big Dry Creek Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in activities, and/or using any equipment, facilities or premises of Big Dry Creek Metropolitan District.

This Release, Waiver and Indemnity Agreement includes claim/s resulting from Big Dry Creek Metropolitan District's negligence, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

Adult participant or parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, spouse and other family members, and my heirs, executors, representatives, subrogors and estate. Adult Participant or one or both parent/s of a minor participant must sign below. Parent/s please print the name of your participating minor child.

Participant (Parent/s please print name for minor)	Date	Print Name	Participant's Birthday
Parent or Guardian Signature	Date	Print Name	
Parent or Guardian Signature	Date	Print Name	

**SPORT FIELDS RELEASE, WAIVER AND INDEMNIFICATION
(COACH)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I wish to participate in sports activities on sport fields operated by Big Dry Creek Metropolitan District, Adams County, Colorado (the "District") and recognize the possibility of physical injury and loss associated with athletic activities including but not limited to soccer, football, baseball, and softball. I agree that I will abide by the Rules and Regulations of the District, and release the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

I agree as follows:

1. **to release and agree not to sue Big Dry Creek Metropolitan District**, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my participation in activities, and/or use of any equipment, facilities or premises of the Big Dry Creek Metropolitan District. **I understand I agree here to waive all claim/s I may have against Big Dry Creek Metropolitan District and agree that neither I nor anyone acting on my or my behalf, will make a claim against Big Dry Creek Metropolitan District as a result of any injury, damage, death or other loss suffered by me;**

2. **to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Big Dry Creek Metropolitan District** its directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claim/s: (a) brought by or on behalf of me or a family member for any injury, damage, death or other loss in any way connected with my participation in activities, and/or use of any equipment, facilities or premises of Big Dry Creek Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my conduct in the course of participating in activities, and/or using any equipment, facilities or premises of Big Dry Creek Metropolitan District.

This Release, Waiver and Indemnity Agreement includes claim/s resulting from Big Dry Creek Metropolitan District's negligence, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

Adult participant agrees: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my spouse and other family members, and my heirs, executors, representatives, subrogors and estate. *Adult Participant must sign below*

Participant

Date

Print Name

Title

Address:

**SPORT FIELDS RELEASE, WAIVER AND INDEMNIFICATION
(ORGANIZATION)**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The Organization desires to conduct sports activities on sport fields operated by Big Dry Creek Metropolitan District, Adams County, Colorado, (the "District") and recognizes the possibility of physical injury and loss associated with athletic activities including but not limited to soccer, football, baseball, and softball. The Organization agrees that it will abide by the Rules and Regulations of the District, accepts responsibility for any damage to District property and to individuals participating in activities on District property, and releases the District from all liability for property damage and bodily injury, occurring directly or indirectly, in connection with such use of District property.

The Organization agrees as follows:

1. **to release and agree not to sue Big Dry Creek Metropolitan District**, its directors, employees, agents, and subcontractors with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with the Organization's participation in activities, and/or use of any equipment, facilities or premises of the Big Dry Creek Metropolitan District. **The Organization understands and agrees here to waive all claim/s it may have against Big Dry Creek Metropolitan District and agrees that neither the Organization nor anyone acting on its behalf, will make a claim against Big Dry Creek Metropolitan District as a result of any injury, damage, death or other loss suffered by any participant;**

2. **to defend, hold harmless, and indemnify** ('indemnify' meaning protect by reimbursement or payment) **Big Dry Creek Metropolitan District** its directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claim/s: (a) brought by or on behalf of the Organization or any participant or a family member for any injury, damage, death or other loss in any way connected with participation in activities, and/or use of any equipment, facilities or premises of Big Dry Creek Metropolitan District; and/or (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by the Organization's conduct in the course of participating in activities, and/or using any equipment, facilities or premises of Big Dry Creek Metropolitan District.

This Release, Waiver and Indemnity Agreement includes claim/s resulting from Big Dry Creek Metropolitan District's negligence, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

Organization agrees: Its representative has carefully read, understands and voluntarily signs this document and acknowledges that it shall be effective and binding upon the Organization, its representatives, and subrogors.

Name of Organization

Date

Print Name of Signer

By: (Signature)

Title

Address: _____