

**SPINNAKER AT LAKE DILLON
COVID-19 WAIVER**

The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and other measures. Spinnaker at Lake Dillon (Spinnaker) has put in place preventative measures to reduce the spread of COVID-19. However, I recognize that using the Spinnaker facilities could increase the risk of contracting COVID-19.

In consideration of being allowed to use Spinnaker’s facilities, I, for myself and on behalf of my family, spouse, guests, estate, heirs, executors, administrators, assigns, and personal representatives (collectively “I” or “me”), knowingly and freely assume all risks relating to COVID-19, and hereby forever release, waive, discharge, and covenant not to sue Spinnaker, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the acts, omission, and/or negligence of the Released Parties, any third-party, or otherwise, while participating in any activity while in, on, or around Spinnaker and/or while using any Spinnaker facilities, or premises.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Spinnaker facilities, whether caused by the acts, omissions, or negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read the foregoing Waiver, understand it and sign it voluntarily as my own free act and deed; I am sufficiently informed about the risks involved in using Spinnaker to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier shall be governed by and construed in accordance with Colorado law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of as a whole.

Printed Name: _____

Signature _____

Date _____