



RECREATIONAL AMENITIES RULES & REGULATIONS

Independence Overlay District

April 16, 2024

Document Change History

Version Number	Version Date	Revision Description
-	April 16, 2024	Original Version of the document <ul style="list-style-type: none">••

RECREATIONAL AMENITIES RULES & REGULATIONS

The Board of Directors of the Independence Overlay Metropolitan District (the "District") has adopted the following Policies and Procedures governing the recreational amenities. In order to utilize the facilities, residents are required to complete a registration form prior to use.

ACCESS TO AND USE OF RECREATIONAL AMENITIES

All residents and property owners of property within the legal boundaries of the District, shall be entitled to use of the Recreational Amenities as permitted herein and pursuant to the District's Rules and Regulations. All persons over the age of 18 claiming status as a District Resident or Property Owner shall present proof of such residency or property ownership to the Managing Agency/Manager upon submission of the information form to receive access permissions for use of the Recreational Amenities. Acceptable proof of residency or property ownership shall include, but not be limited to, a valid Colorado driver's license or ID issued by the Colorado Department of Motor Vehicles or a deed or lease of any such property. The Managing Agency/Manager shall accept or reject any such proof of residency or property ownership at its discretion. Use of the Recreational Amenities by District Residents and Property Owners is subject to timely payment of all District fees, charges, and taxes. In the event that such fees, charges, and taxes are not timely paid, such resident or property owner shall not be issued access permissions to the Recreational Amenities, and any privileges for use of the Recreational Amenities pursuant to a previously issued access permissions shall be suspended or revoked, in the District's discretion.

All persons entitled to use of the Recreational Amenities shall be required to complete the WAIVER OF RIGHTS, ASSUMPTION OF RISKS, RELEASE OF CLAIMS, AND AGREEMENT TO INDEMNIFY. User's privilege to use the Recreational Amenities, new access shall be provided to all eligible. Users as necessary during the times at which any one or all of the Recreational Amenities are available for use. Individual user codes shall be utilized by all Users for access to pool, exercise room and Community Center during permitted times.

If, at any time, a District Resident or Property Owner moves outside of the District's boundaries or ceases to own property therein, he or she shall promptly notify the District Manager.

CHILDREN

No children under the age of 13 may use the swimming pool unless accompanied by a parent, legal guardian, or other adult, 18 years or older, authorized by the parent or guardian. No children under the age of 16 can use the exercise room. The exercise room shall be open for use between the hours of 5:00 a.m. to 10:00 p.m. daily.

Outside facilities do not fall under the same supervisory restrictions as the Community Center and may be used by residents and children regardless of age.

GUESTS

Each household or party is limited to four (4) guests per day at no charge for the use of the Recreational Amenities. Special arrangements must be made for additional guests and the District Resident will be responsible for any applicable charges or fees. All guests under the age of 18 must be accompanied, at all times, by an adult resident over the age of 18. Residents will be responsible for their guests' actions and shall be jointly and severally liable with such guests for any damage to the premises, while using the Recreational Facilities and/or any violations of these Policies and Procedures and/or any injuries caused by such guests whether negligent, accidental, or intentional.

GENERAL RECREATION CENTER RULES AND PROCEDURES

Lost Articles: The District is not responsible for lost or stolen articles or for accidents on the premises. All personal articles should be locked or secured as appropriate to avoid loss to the owner.

Equipment: Items and equipment that are the property of the District and shall not be taken from the premises without prior written consent of the District Manager. Any violations shall result in criminal prosecution by the District.

Smoking: Smoking of any kind, including, but not limited to tobacco, marijuana, vapes, use of electronic smoking devices are not permitted in or around the Recreational Amenities.

Drugs: No illegal drugs will be permitted on the premises.

Alcoholic Beverages: No alcoholic beverages or drugs are allowed in any District facility.

Dress Standards: All members must observe proper dress standards appropriate for each activity.

Food and Drink: Food and drink are permitted in the Community Center and swimming pool area but will not be allowed in the exercise room. Only water or sports drinks in plastic containers with lids are permitted in the exercise room.

Glass Containers: Glass containers are not allowed in Community Center or swimming pool at any time.

Pets: Pets will not be allowed in the Community Center or swimming pool except those specifically trained to help a person with a disability, however pets are allowed in the common areas and must be on a leash. Users are responsible for cleaning up after their pet.

Physical Fitness Room: Weight training equipment is available to all members 16 years of age or older. **Users** must be a resident of the Independence community and must be at least 16 years of age. Appropriate gym clothes are required, and shirts and shoes must be worn when working out.

Commercial Uses of the Pool and Community Center: No commercial activities are permitted at the pool or in the community center.

Conduct: Disorderly conduct will not be tolerated.

ENFORCEMENT OF RULES

Disorderly or Offensive Conduct: The District and its authorized representatives may request any User and/or guest to cease conduct that is (i) in violation of any of the District's Rules and Regulations or these Policies and Procedures, (ii) interferes with, or is abusive, toward any of the District's representatives in the normal operation of the facility, or (iii) interferes with any User or guest's use or enjoyment of the facilities, or is abusive to any such person.

Remedies Available for Disorderly or Offensive Conduct: In the event that the offending party fails to cease such conduct after being requested and warned to do so, District Management or its representatives are authorized to use any and all reasonable means deemed necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreational Amenities and barred from further privileges of the Recreational Amenities.

Violation of Recreational Amenities Policies: If anyone is found abusing the equipment, furniture, or disobeying the District's Rules and Regulations, these Policies and Procedures, Swimming Pool rules or Exercise Room rules, disciplinary measures will be administered by District Management as follows without the necessity of any action of the District's Board of Directors:

Disciplinary Policy: The Recreation Center manager and staff have established the following discipline policy: If anyone is found abusing the equipment, furniture or disobeying posted rules, disciplinary measure will be administered in the following manner:

- First Offense: Verbal warning
- Second Offense: Restricted from the Recreational Amenities for one (1) month
- Third Offense: Restricted from the Recreational Amenities for one (1) year
User must apply for reinstatement and the District's Board of Directors shall determine whether the reapplication is approved.

The District's Board of Directors shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures it deems appropriate at any point in time, which may include revocation so the Recreational Amenities privileges for a User and/or User's family members. Any violations and disciplinary violations may be reported to local law enforcement authorities and deemed necessary by the District Manager or the District's of Directors.

Restitution for Violation: If any User or guest commits an act or omission that constitutes a violation of these Policies and Procedures, and the Violation causes the District to incur expenses, the User who commits the Violation, shall be liable to the District for all such expenses and shall repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorney's fees incurred as a result of the Violation, as well as reasonable costs and/or attorney's fees incurred in obtaining and collecting judgment against a User who commits a Violation or is responsible for a guest who commits a Violation.

Video Camera Surveillance Disclosure: Video cameras in the Community Center and swimming pool are for surveillance use only and not provided for security of any Users or their respective guests.

SWIMMING POOL RULES

- Residents must use their access code(s) to enter into the pool area.
- The community center front door and pool gate need to remain closed at all times.
- Obey and respect the pool attendants at all times.
- No running, shoving, pushing, dunking or rough play in the pool or on the deck.
- No glass containers allowed in or around the pool area.
- No Alcohol or drugs are allowed on the premises.
- No diving or flips from the deck.
- No hanging on depth dividers.
- Proper swim attire is required - swimsuits only.
- Non-toilet trained children must wear a swim diaper when in the pool (plastic diapers are prohibited).
- Individual flotation devices are allowed only if not detrimental to safety and **may** be prohibited at the discretion of the pool attendants/lifeguards. Large rafts and other oversized inflatables are not permitted at any time.
- Mermaid tails and other devices that restrict mobility are prohibited.
- Hard balls (tennis balls, footballs, Nerf® balls) are not permitted in the pool area.
- Bicycles, skateboards, scooters, roller blades, etc. are not permitted in the pool area.
- No gum, Smoking and/or tobacco products, including vapes, are not permitted in the pool area.
- Foul, abusive, or excessively loud language will not be tolerated.
- Animals are not allowed in the pool area or to be left tethered/unattended at any time.
- Music may be played at a volume and of content not offensive to others.
- No person having an infectious or communicable disease or open wound is permitted in the swimming pool.
- No children under the age of 13 may use the pool unless accompanied by a parent, legal guardian, or other adult over the age of 18 (as authorized by the parent or guardian).
- Residents shall be responsible for damage to District property caused by their family and/or guests.

WADING POOL

- The wader pool is for use by children 6 years and under only.
- No Lifeguard is provided for the wader pool.
- Children must be supervised by an adult.

Violation of pool rules may result in the offender being asked to leave the pool area for the rest of the day. Pool privileges may be suspended for up to 48 hours by pool attendant or staff members (possibly longer by the pool manager, District Manager, or Board of Directors) for infractions of pool rules and/or regulations.

WEIGHT/EXERCISE ROOM RULES

- Shirt and shoes must be worn when using equipment.
- Replace equipment after use.
- No food or drink is allowed on the floor in the work out area.
- Wipe down equipment with disinfectant spray or gym wipes after use.
- No loud or obnoxious behavior will be permitted.
- Courteous and respectful behavior should be shown toward others working out.

COMMUNITY CENTER RENTAL GUIDELINES AND FEES

Availability & Fees. The Rental Party must be a resident or property owner of the District to be eligible to reserve the Community Room. District sponsored programs and activities have priority of use of District facilities. Events are restricted to private functions, by invitation only, and are not permitted to be open to members of the general public. The Rental Party must be 18 years or older and in good standing with the District at the time of the event. There is a maximum number of 39 people permitted in the community room. Reservations can only be made within 12 months of the rental date. The community room can be rented during the hours of 8:00am to Midnight and is not available for rent on any holidays including, but not limited to New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. There is no rental fee.

Reservations/Cancellation. Reservations will not be considered final until approval of the Application for Facility Use is granted, and the appropriate fee(s) if any, and deposit(s) have been paid. Rentals are approved on a first come, first served basis. Functions may be cancelled by the Rental Party by sending written notice to Front Range Recreation no less than seven (7) days in advance without penalty. It is understood that the penalty for cancellation of a function less than seven (7) days in advance is a forfeiture of the Rental Fee. The District may terminate this Agreement prior to the day of the event if the District, in its sole discretion, determines that use of the Clubhouse for the event will adversely affect the public health, safety or welfare. Upon termination of this Agreement by the District, the District shall refund the full "Deposit" and the full "Rental Fee" if any, (as shown on the Application for Facility Use) to the Rental Party.

Use of Pool. The pool area is available to all residents during normal operating hours. The Rental Party acknowledges that they are renting the Community Room only and will not have exclusive use of the pool area. The Rental Party agrees that no one in the Rental Party's event will interfere with use of the pool by others. If your guests will be using the pool, you will need to make arrangements for use of the swimming pool.

Set Up / Cleaning. All set up, take down and clean-up is the responsibility of the Rental Party. Upon conclusion of the event, the Community Room will be left in its pre-event condition, all decorations will be removed, and trash will be bagged, removed from the facility, and placed in the trash receptacle in the parking lot. All equipment and furniture will be returned to their proper storage locations or removed, as applicable. Standard cleaning, including vacuuming, surface cleaning, and mopping hard floors will be performed, as needed, by the Rental Party. The Rental Party will also be responsible for cleanup of the exterior grounds if needed. Additional post-event cleaning costs incurred by the District shall be the responsibility of the Rental Party and shall be billed to the account associated with the Rental Party's District address in the District's sole discretion.

Condition of Facilities. The Rental Party is responsible for reporting any existing damage of the facility to District staff before their event begins on the provided checklist. Failure to report damage will result in the Rental Party accepting responsibility for all existing damage. A post-event inspection of the Community Center will occur. Any costs associated with unsatisfactory cleaning and/or other damage will be the responsibility of the Rental Party.

Damage/Security Deposit. A \$500 damage deposit is required for use of the Community Center. The Rental Party agrees that if the District must incur costs to restore the Community Room or any of the District's facilities to its/their pre-event condition, the District shall be entitled to apply the full Deposit or any portion thereof against such costs. If the Deposit is insufficient to pay for the damages and/or clean up, the Rental Party agrees to pay for any and all additional costs. The Rental Party further agrees that the District may invoice the Rental Party for any charges in excess of the Deposit. The Rental Party 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 until paid. Such unpaid amounts shall become part of the fees and charges due and owing by the Rental Party to the District and shall constitute a perpetual statutory lien against the real property owned by the Rental Party.

Use Restrictions. No staples, nails, tacks, pins, or screws are allowed to be fastened by the Rental Party to any District facility at any time. The Rental Party agrees that use under this Agreement will comply with all laws of the United States, the State of Colorado, all ordinances, rules and regulations of Elbert County, the requirements of the District and the District Manager, the Elbert County Sheriff, and the Elizabeth Fire Protection District.

The following use restrictions shall be in effect at all times:

- Excessive noise or misconduct shall be grounds for immediate revocation of the right to use the facilities. All music must be kept at levels that do not disturb the reasonable peace and quiet of any citizen. All noise shall be confined within the building and doors will remain closed when music is playing.
- Upon sufficient cause and in the interest of the safety of the public, the District, its authorized representatives (including private security), and the Elbert County Sheriff's Office may have the District close the Community Center to public and private activities.
- Elizabeth Fire Protection District fire codes mandate the legal capacity of the Community Center. Doors may not be blocked at any time and a clear five-foot wide pathway to ensure a safe exit must be maintained. The maximum allowable occupancy of the Community Center is 39 persons at any time.
- Throwing or other use of rice, birdseed, confetti, sparkles, glitter, or similar items is not permitted inside or outside of the Clubhouse and pool area. Special permission may be granted on a case-by-case basis. Additional cleaning fees will apply if additional cleaning is required, as provided for in this Agreement.
- Children's parties must have parent/adult supervision. This rule applies for any persons under the age of eighteen (18).
- No weapons of any type or fireworks are allowed in the Community Center, pool or the immediately surrounding area.
- The Rental Party agrees to comply with all state and local laws, ordinances, and regulations, including, but not limited to parking, noise, disorderly conduct, or loitering. The Deposit may be forfeited as the result of violating these provisions.

Parking. The Rental Party acknowledges that parking is available only on a first come, first served basis. Function guests may not park in areas not designated as parking areas. Cars parked in inappropriate areas must be moved upon request or will be towed at the owner's expense.

Vendors and Suppliers. All Rental Parties will furnish their own equipment and materials unless specifically designated on the application. Subject to prior agreement, the Rental Party agrees that entertainment companies, caterers, florists, photographers and all other third parties providing services for the event, will coordinate their arrival and departure times to coincide with the base use period. If the facility is not left vacant after the completion of the rental, it is understood that the actual costs of tear-down will be assessed, and the Rental Party will be responsible for all cleaning, storage, and rental fees during the time premises are not vacant.

Loss. The District is not responsible for lost or stolen articles.

Dog Park Rules

- Pets, other than dogs, are not permitted.
- Only activities common and customary for playing with, training and exercising dogs are allowed. No other uses, including park uses and commercial uses, are allowed.
- The following dogs are not permitted in the dog play area:
 - a) Aggressive dogs and dogs with a known propensity or disposition to attack, bite or otherwise endanger the safety of humans or other dogs. Any dog that acts aggressively towards people or other dogs shall be immediately removed from the dog play area.
 - b) Female dogs currently in estrus.
 - c) Dogs that do not have current rabies vaccination tags issued to the particular dog, which tags must be attached to the dog's collar or harness.
- The following restrictions shall apply to persons within the dog play area:
 - a) A person ten (10) years of age or younger is not permitted in the dog play area.
 - b) Any person eleven (11) to fifteen (15) years of age must be accompanied by a supervising adult.
 - c) Any person in charge of a dog must be sixteen (16) years of age or older.
- Operating hours are from dawn to dusk. No dogs or persons are permitted in the dog play area outside of operating hours or if the play area is posted as closed.
- Dogs may not be left unattended in the dog play area at any time.
- A person bringing a dog to the play area must have a leash available at all times. All dogs must remain on a leash until they have fully entered the dog play area. Dogs must be placed on leash before exiting the dog play area.
- Notwithstanding the fact that dogs may be off leash inside the dog play area, a dog must be under the control of the person in charge of the dog at all times.
- Excrement must be promptly collected and removed and may be placed in trash bins only if contained in a closed plastic bag or other closed or airtight nonporous container. Failure to clean up after your dog or dispose of trash will result in a fine.
- The person in charge of the dog is responsible for any damage to the play area and surrounding property caused by the dog, including without limitation damage to any shrubbery, plants, flowers, grass, lawn, or fences. Holes dug by a dog must be filled in and any damage to surrounding property must be repaired.

- The person in charge of a dog is responsible for any injury to any person or other dog caused by that person's dog.
- Any person engaging in any activity assumes all risks associated with such activity and is liable for any damage or injury caused by said activity.
- The foregoing rules and regulations do not limit any applicable Elbert County Animal Ordinances, which shall continue to apply within the dog play area.