

LONETREE ICE SKATING RULES & WAIVER

1. You must be a District member, TPC member, or *guests with a member* to be in this area and to ice skate.
2. Waiver must be signed by members and guests before skating.
3. Skaters understand the assumption of risk; by engaging in ice skating on a frozen lake are deemed to have knowledge of and assume the inherent risks of ice skating on a frozen lake.
4. Days for Ice skating are Saturday and Sunday only.
5. Hours are 8:00 am to 4:00 pm
6. Ice skating is at your own risk or being on the lake ice is a risk.
7. Make sure lake is open for ice skating by checking the signage if it is open for ice skating.
8. Ice access for ice skating is prohibited outside of operating hours.
9. Lake personnel must be on site to ice skate, if no one is on site, **NO ICE SKATING.**
10. Lake personnel staff reserves the right to ask any patron who is not following the lake rules to leave.
11. Know where safety equipment is located.
12. Do not skate alone.
13. Ice will be checked for thickness before skating is allowed and again anyone on a lake assumes the risk by engaging in ice skating on a lake.
14. Stay in designated area for ice skating, marked by post and rope.
15. Keep an eye on weather conditions.
16. Skate clockwise around marked off area.
17. Wear appropriate skating gear, including helmets for children and gloves.
18. Supervise children closely.
19. Avoid roughness, jumping, excessive speeds, or weaving through other skaters.
20. No motorized vehicles allowed on the ice.
21. No alcohol or smoking/vaping.
22. No glass on the ice or lake area.
23. No strollers or wagons on the ice.
24. No open fires.
25. No drones.
26. Make sure guests understand rules.
27. Be respectful of other skaters.

Lonetree Lake Club Promotes clean, fun friendly, and safe behavior from our members and their guests. Inconsiderate behavior will not be tolerated.

LONETREE ICE SKATING RULES & WAIVER

Lonetree Lake Club and/or Reservoir Release of Liability, Claims and Indemnification Form.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION FOR THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY (THE "COMPANY")

AND THE BERTHOUD-HERITAGE METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT") (LONETREE RESERVOIR AND PROPERTY)

LONETREE RESERVOIR AND PROPERTY USE AGREEMENT AND PERMANENT LIABILITY RELEASE OF

BERTHOUD-HERITAGE METROPOLITAN DISTRICT NO. 1 ASSUMPTION OF ALL RISK/INDEMNITY AGREEMENT

Agreement/Waiver/Release of Liability and Full Assumption of Liability Contract

ICE SKATING, ICE FISHING, BOATING, FISHING, PADDLEBOARDS , CANOE AND ANY OTHER ACTIVITIES ON A RESERVOIR ARE INHERENTLY DANGEROUS ACTIVITIES IN WHICH BODILY HARM OR DEADL MAY OCCUR. THE RESERVOIR MAY BAD WEATHER CONDITIONS OR HAVE PARTIALLY FROZEN WATER UNSUITABLE FOR USE, HIDDEN OBSTRUCTIONS, OR OTHER NATURAL OR MANMADE OBJECTS THAT MAY BE DANGEROUS TO USERS. USERS MUST LOOK OUT FOR THEIR OWN SAFETY ON THE PREMISES AS WELL AS PHYSICAL CONDITIONS WHICH MAY EXIST ON THE PREMISES. USER/PARENT/GUARDIAN HEREBY ACKNOWLEDGES THEY ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, PROPERTY LOSS OR DAMAGE.

RELEASE/WAIVER OF LIABILITY and INDEMNITY

As a part of the lawful consideration for being permitted by Berthoud-Heritage Metropolitan District No. 1 ("District") and the property on whose land I am allowed to use and which I may use to participate in certain activities, such as ice skating, boating, fishing (ice fishing or otherwise) and to participate in these activities. I hereby agree to the following:

I am aware that activities on a reservoir or one partially or completely frozen water and related District activities involving and water (collectively referred to as the "District Activities") are dangerous. I understand the danger(s) involved and hereby agree to accept any and all risk of injury, death, property loss or damage. I further agree to abide by any rules and regulations set out for the activities.

I, the undersigned, do hereby unconditionally **RELEASE, DISCHARGE AND AGREE NOT TO ASSERT A CLAIM AGAINST** Berthoud-Heritage Metropolitan District No. 1, their officers, owners, agents, individuals, directors, family members, partners, employees, guests, attorneys, insurers, and the owners on whose land I am allowed to use, (collectively referred to as "Releasees") from all claims, demands, and/or causes of action, that I, my heirs, my family members, distributes, guardians, legal representatives, successors or assigns now have, or may in the future have, for any injury (including without limitation, personal injury or death to my person and/or my children) or property damage or property loss resulting from the District Activities, regardless of whether such injuries or damages result from the negligence in whole or in part, or other acts, of myself, Releasees, and/or any other person(s) engaging in the District Activities.

I further agree, that in the event any suit or claim is instituted against Releasees arising in any way from my negligence, the negligence of my guest, or my children, my agents, my employees, or any other persons using the facility with or without my permission; I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from all liability in connection therewith including, but not limited to, their attorney's fees and costs involved in connection with the defense of any such action. I further agree to assume any and all liability (including all attorney's fees and hospital and medical expenses) incurred for any and all claims which arise during or result from my visit or occupation of the District, properties and or participation in District Activities.

I hereby agree to assume any and all liability for and to **INDEMNIFY AND HOLD HARMLESS** the Releasees for any claims which were caused in whole or in part by their own negligence or their gross negligence. I further expressly agree to assume all of the related expenses (including all attorney's fees and hospital and medical expenses) arising from Releasees negligence or negligence as it relates to any claim and/or actions that arise during or result from participation in District Activities.

I hereby assume full responsibility **INDEMNIFY AND HOLD HARMLESS** Releasees from any loss, liability, bodily injury, property damage or loss, or cost, (including all attorney's fees and hospital and medical expenses) incurred by any Releasee arising out of my, my family members, my minors or my guests' participation in District Activities.

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I UNDERSTAND THE RELEASE AND INDEMNITY STATED IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO BE APPLICABLE EVEN IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES INCURRED WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER CONDUCT WHATSOEVER OF ANY OF THE RELEASEES.

In addition, I understand that I am responsible for all my actions and Berthoud-Heritage Metropolitan District No. I are not responsible for my actions, the actions of others or for the theft or loss of any kind. I KNOWINGLY AND **FREELY** ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation.

I understand there will be driving only be allowed on permitted areas. Any closed gate that is opened for access to another area **MUST** be properly closed after entrance into adjoining area.

READ BEFORE SIGNING

I have carefully read this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement, and fully understand its contents. I understand that I have given up substantial rights by signing it, am aware of its legal consequences. I am aware that this is a release of liability and a contract between myself and the releasees and have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional legal release of all liability to the greatest extent allowed by law. I further agree that this is a permanent liability release waiver and discharge of me, my heirs, my family members, distributes, guardians, legal representatives, successors or assigns, and indemnity agreement. It shall be considered a continuing release and indemnity agreement, effective for current and all future visits to District, properties, and leases.

Executed this ____ / ____ / 2024

Print Name: _____

Signature: _____

PARENTS/GUARDIANS/CUSTODIANS WITH MINORS

As a parent, guardian, or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

(Signature of Parent, Guardian, or Custodian of Minor)

(Print Name of Parent, Guardian, or Custodian of Minor)

Print Name(s) of Minor(s) below:

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)

(Print Name)