5510 Lonetree Drive, Loveland, CO 80537

### **ANNUAL BOATING MEMBERSHIP FEES:**

\*Approximate Season May-October\* Heron Lakes/Vantage BHMD Residents------\$2,000 TPC Colorado Member-----\$3,000 General Public------\$4,500

- Boating Memberships do not include guest passes.
- Number of power boats on Lonetree Lake can be limited for safety reasons.
  - Lonetree Lake can be closed at any time due to weather conditions.

### **OTHER SEASONAL PASSES:**

#### \*Approximate Season May-October\*

TPC Colorado Members are given complimentary access to SUP/Canoe/Kayak/Lakeshore fishing.

	<b>IN DISTRICT</b>	OUT OF DISTRICT
*SUP/Canoe/Kayak	\$200	\$600

Lakeshore Fishing------\$200------\$600

Electric Motorboat for Fishing----\$200------\$600

Guest limit is six (6) guests per day with a fee of \$20.00 per guest, age 4 and older. \* Standup paddle board

- SUP/Canoe/Kayak/Fishing memberships do not include guest passes.
- If you bring a guest (s), they must pay the daily guest pass fee of \$20.00.
- Guests must be accompanied by a Lonetree Club Member to buy a daily guest pass.
- Guest Limit is 6 guests per day. Anyone inside the gate participating in water activities or not.
  - Boating memberships includes SUP/Canoe/kayaking and shoreline fishing.
    - Kayaking and SUP passes also allow for fishing.
- Number of SUP/Canoe/Kayak/Fishing on Lonetree Lake can be limited for safety reasons.
  - Lonetree Lake can be closed at any time due to weather conditions.

**Note:** If you do not provide proof of being a BHMD resident which is verification of BHMD address or Proof of TPC membership , you will not be allowed access to Lonetree Lake Club. All members of Lonetree Lake Club including guest (s) must follow Lonetree Lake Club rules and regulations , sign waiver and agree to comply to the rules and regulations. If a Lonetree Lake Club member or guest (s) is found not adhering to the rules or regulations your group or the guest (s) will be asked to leave for that day and depending on violation Lonetree Lake Club membership could be terminated with no refunds.

### Payments are by credit or debit card only

#### How to Register for the Lonetree Club Membership.

- 1. Down Loan the 2024 Membership packet from Lonetree Lake Club web site or from BHMD web site.
- 2. Upon Approval of your application ,the Lake Club Manager will send you a link for payment.
- 3. Following payment and confirmed registration details, you will receive membership details and lake access credentials.

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### Lonetree Lake Club Rules and Regulations

Revised January 1, 2024 \* All items herein are subject to change\* See bulletin Board for any noted changes.

### General

**COOPERATION WITH STAFF**: Directions given by any Lonetree Lake Club staff member must be complied with at all times when using the facilities. Appropriate behavior, cooperation, and conduct with the Lonetree Lake Club members and staff are always required. Any abusive, offensive, or threatening language or behavior is unacceptable. The control, supervision, and discipline of all children is the responsibility of their parents or legal guardian. Failure to abide by these rules and the direction of staff may result in immediate removal from the facilities.

**DISTRICT MEMBER IDENTIFICATION:** Any member without valid identification will be denied access to the Lonetree Lake Club facilities. All members **thirteen (13)** years of age or older are required to have their pass in their possession while on any Lonetree Lake Club property. Identification must be presented to management when requested. Members are required to display their passes at all times. Members who do not bring their passes will be required to show a form of picture ID to access Lonetree Lake Club and its facilities. In this case, a temporary pass will be issued.

Members will not be able to conduct any transactions with their temporary pass. All purchases will require a credit card and deposit. All members, guests and general public must check in with office before entry on Fridays, Saturdays, and Sundays.

**CHILDREN:** Children under the age of **thirteen (13)** must be accompanied by a responsible adult and wear protective footwear.

**GLASS CONTAINERS:** All forms of glass containers are prohibited within Lonetree Lake Club Facilities for safety reasons and will be confiscated.

MARIJUANA: Marijuana is not allowed on the premises.

**USE OF LAKE FACILITIES BY MEMBERS FOR PERSONAL OR FINANCIAL GAIN:** No member shall conduct any activity for personal or financial gain on any Lonetree Lake Club property. Lonetree Lake Club property includes Lonetree Reservoir, Berthoud-Heritage Metro District Property, Heron Lakes Golf Operations, and facilities run or operated by both the District, Heron Lakes Golf Operations, and Lonetree Lake Club in any capacity.

**SOLICITING, SELLING, OR ADVERTISING:** No person shall dispose of any goods, distribute, post, circulate or conduct any business of any nature without prior approval and written consent.

**ENTERTAINMENT:** No person shall set up or maintain any exhibition, show, concert, place of amusement, lecture, oration, amplified sound, or concert hall without permission.

ALCOHOLIC BEVERAGES: The Lonetree Lake Club Manager reserves the right to prohibit the consumption of alcoholic beverages by any person or group on Lonetree Lake and Lonetree Lake Club facilities. All State Alcohol Laws and Regulations are to be followed.

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**SKATES, SKATEBOARDS, AND CYCLES:** No wheeled device, motorized or manual to be ridden inside the premises. These include, but are not limited to, razor scooters, roller skates, roller blades, tricycles, big wheels, inline skates, heelies, skateboards, pedal cars, battery operated cars, motor scooters or any other manufactured or homemade wheeled apparatus. This does not include handicap accessibility.

**SPEED LIMITS-VEHICLES:** 5 miles per hour in parking lots. 1 mile per hour on boat ramp.

**VEHICLE USE AND PARKING: Parking in designated parking areas only.** No person shall operate any motorized vehicle or bicycle in other than designated areas. Posted truck and boat parking area is for vehicle's towing a trailer, cars are not to be park in this area. See or ask for parking map. No person shall park in designated handicapped parking spaces unless the car displays a placard or license plate showing the handicapped symbol. No person shall park in designated Lonetree Lake Club staff parking spaces. Any vehicle parked or left standing in violation of this section may be subject to towing and impound as provided in the Colorado Vehicle Code. Parking in designated fire lanes is prohibited.

**CLEANING, REPAIRING OF VEHICLES:** No person shall clean, polish, or make (other than emergency) repairs to any vehicle within the Lonetree Lake Facilities.

**LOST AND FOUND:** Articles turned in to the Lonetree Lake Club Lost and Found will be held for a maximum of two weeks.

**VANDALISM:** Any member witnessing vandalism or damage to Lonetree Lake Club property should immediately report the incident to management. Acts of vandalism are reported to the Larimer Sheriff's Department. Members shall be responsible for any and all damage to the facilities caused by the member or the member's guests and will be liable for all repair and replacement costs, including fines and membership termination.

SMOKING: No smoking.

**AUTHORITY TO CLOSE:** Any authorized agent may close the Lonetree Lake Facilities area or portion thereof, for any reason and for such times as are necessary for maintenance and repair, special events, lightning storms, wind, and safety.

**REMOTE CONTROL EQUIPMENT:** All remote-controlled and hobby boats, to include drones, must be approved and registered for Lonetree Lake Club use. No other remote-controlled equipment is permitted. Boat registration requirements apply.

**CLOSED AREAS:** No person shall enter any posted, restricted, or closed area. Climbing on any fences, gates, railings, trees, landscaped slopes is prohibited.

**BARBECUES:** Charcoal barbecues NOT allowed. No portable barbecues during special events. Portable propane barbecues are allowed in park and picnic areas only.

FIRE: Open fires are prohibited.

PARK/GRASS AREAS: No ground tarps allowed.

TRASH: All trash and litter must be disposed of in the proper trash and recycling containers.

PICNIC AREAS: Reservations are not accepted. First come, first serve. All picnic areas Lonetree Lake Club Web site: LonetreeLakeClub.com Contact for Lake Manager: <u>Manager@LonetreeLakeClub.com</u> 1-1-2024

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must be cleaned up after use each day.

**PETS:** All pets shall be controlled by their Owner and shall be properly leashed and accompanied by the member, who shall be responsible for collecting and properly disposing of any animal waste. The Lonetree Lake Club Manager shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, or other household pets are creating a nuisance; or that the member is in violation of the leash laws of the applicable jurisdiction or other applicable governmental laws, ordinances, or other provisions related to pets; or that member is otherwise in violation of this regulation. In any such case, the ACC may take such action(s) as it may deem appropriate. The member's right to have a pet on the property shall be coupled with the responsibility to pay for any damage caused by such pet.

**NO FEEDING THE BIRDS OR THE FISH:** In order to protect the water quality and wildlife of Lonetree Reservoir, all members and guests must refrain from feeding any birds or fish on or near the water and on any property.

### **Guest Passes & Policies**

#### **GUEST RULES: Boat Memberships:**

- Lonetree Lake Club members/household is entitled to bring up to a total of six (6) guests per day onto the premises.
- 2. Guests are non-members over the age of 4, age 3 and under free/note on guest list, but not counted towards over all guest limit of 6.
- 3. Guests must be accompanied by a Lonetree Club Member to buy a daily guest pass.
- 4. Daily guest/fee not sold separately must be with Lonetree Lake Club member.
- 5. Guest Limit is 6 guests per day. Anyone inside the gate participating in water activities or not.
- 6. Each member is responsible for his/her guests and MUST make sure they understand the rules and always accompany such guests. Members are financially responsible for any damage to Lonetree Lake Club facilities caused by their guests.

#### **GUEST LIST POLICIES:**

- 1. Each member household may submit, on a guest list form, a pre-paid or pay as enter **guest list of up to six (6).**
- 2. The member is responsible for their guests at all times and MUST remain on Lonetree Lake premises throughout the duration of their event. NO GUEST WILL BE ADMITTED UNTIL THE GUEST LIST HAS BEEN ACTIVATED BY THE MEMBER.
- 3. Members who cancel their plans no less than twenty-four (24) hours prior to scheduled event may receive a full refund of the prepaid guest fees.
- 4. If all the guests do not attend, the unused guest passes can be claimed at the Lonetree Lake Club Administration Office for up to thirty (30) days after the event, if guest pass or passes are not claimed in thirty (30) days pass is invalid.
- 5. To help ease parking problems on busy summer days, members and their guests are encouraged to carpool.

Lonetree Lake Club Web site: LonetreeLakeClub.com Contact for Lake Manager: <u>Manager@LonetreeLakeClub.com</u> 1-1-2024

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6. A member household may submit only one (1) guest list per day, up to the maximum number of guests allowed. Six (6)

### **Boating**

Be safe on the water. The safety of boaters and other visitors is of the utmost importance. See safety rules regarding boating.

#### **GENERAL:**

- 1. Life jackets of the appropriate size are required for each person on a boat and must always be worn by children under the age of thirteen (13). In addition, a Type IV throwable personal floatation device (PDF) is required on boats longer than sixteen (16) feet.
- 2. Boats must travel in a counterclockwise direction. This means the nearest shore is always on the right.
- 3. An observer (in addition to the driver), with an orange or red flag, must be on the boat when towing a person on water skis or any other device.
- 4. All CPW boating regulations apply.

#### Allowable boats include sailboats, rowboats, electric powered boats, remote controlled boats, paddle craft, and pedal craft. Powered recreational boats, (inboard/outboard motors) and jet skis are only allowed in designated active areas on a limited basis. See HOURS OF USE FOR MOTORIZED BOATS below.

These boating rules apply to watercrafts and water equipment placed in the Lonetree Lake, including, but not limited to, boats of any kind, kayaks, water bikes, and stand-up paddle boards.

**HOURS OF USE:** Boat activity on the Lonetree Lake Club is restricted to dawn to dusk. Check with the Lonetree Lake Club Administration Office for current hours of operation. All boats must allow enough time to be out of the facility grounds by designated closing time.

**BOAT REGISTRATION:** All boats must have a current registration with Lonetree Lake Club. Boating registration applications may be obtained at the Lonetree Lake Club Administration Office. All boats must pass inspection for safety and for Lonetree Lake Club biological concerns by the Lonetree Lake Club Manager or a designee, prior to issuance of a Registration Permit (decal). To prevent mussels from entering the Lonetree Lake, each vessel registered must pass inspection.

Prescribed insurance forms must be received by the Lonetree Lake Club Administration prior to issuance of boat registration permits. The registration permit must be placed on the starboard outboard stern of each boat.

Any boat continuing to display an expired registration sticker from a previous year by March1st of each calendar year will be subject to impoundment without notice and will also be subject to a fine. Impounded boats will be removed from Lonetree Lake and are subject to daily storage fees until registration is issued.

#### **BOAT RULES:**

**LIGHTS:** All boats underway on the Lonetree Reservoir after sunset must have running lights as follows: CPW Regulations apply.

Red and green bow lights and a white light on the stern which is visible from all directions. All boats at anchor after sunset must display a white stern light and bow light.

**LIFE PRESERVERS:** Each craft shall carry a Coast Guard approved personal flotation device ("PFD") (in good condition) for each person on board. Children under thirteen (13) years old must always wear their PFD while boating. Boat bailer and paddle are required, if applicable.

**BOAT STORAGE:** Boat storage none at this time. Remove boat and trailer daily.

LAKE BIOLOGY AND PRESERVATION / PROTECTION PROGRAM: All boats, watercraft, rafts, and devices placed in the Lonetree Lake Club waters must comply with current policies and procedures for maintaining water quality. Please check with the Lonetree Lake Club's Management and Colorado Parks and Wildlife Department for current policy and procedures. Quagga Mussels infestations and other biological concerns must be addressed to maintain the water quality of Lonetree Reservoir. No watercraft will be allowed on the waters of Lonetree Reservoir until an inspection has occurred and the craft is determined to be in compliance with all Lonetree Lake Club regulations.

BOAT INSURANCE: All boats must have proof of up-to-date insurance.

**FLOTATION DEVICES OTHER THAN BOATS:** No flotation devices other than Lonetree Lake Club registered boats are permitted beyond beach swimming area marking buoys.

**RIGHT OF WAY FOR SAILBOATS:** A sailing vessel has the right-of-way over a motor craft, or kayaks and pedal boats in all situations except when the sailing vessel is overtaking a motor vessel, in which case the sailing vessel must keep clear

**SINK DRAINS AND TOILETS:** Boats equipped with sink drains or flush toilets are barred from the water area unless said drains and toilets are sealed.

**CONDITION OF BOATS:** Any boat deemed unsafe, or a hazard will not be permitted on the Lonetree Reservoir. All boats brought onto Lonetree Reservoir must be safe, water worthy, and clean of any foreign aquatic plants and animals prior to launching.

**CLEANING AND BOAT REPAIR:** Wet sponging of boats (with water only) within the slip storage area is the only acceptable cleaning method allowed in the lake. Boat repairs such as sanding, fiberglass repair, drilling, or painting must be done off the Lonetree Lake Club premises.

**BOAT PASSENGER LOADS:** Boats shall not exceed the manufacturer passenger load limitation and/or safe passenger load limitation.

SWIMMING FROM BOATS: Follow the CPW flagging regulations.

**SAILBOARDS:** All persons using sailboards on Lonetree Reservoir must wear a Coast Guard approved flotation device.

**50 FOOT RULE:** Boats must remain at least fifty (50) feet from any private dock or bulkhead area around the Lonetree Reservoir, and designated swimming areas.

**PROHIBITED DOCKING:** Tying up to the bulkhead or leaving your boat and fishing from the bulkhead is not permitted. Tying up to any swim line, or buoy is not permitted. Unauthorized tying up to any private dock is not permitted. Violators will be subject to a fine, immediate expulsion and possible suspension of Lonetree Lake Club privileges.

### Fishing

**RESTRICTED FISHING:** Fishing is restricted to Lonetree Lake Club members, their guests. Members, and guests must have their Lonetree Lake Club I.D. card or receipts visibly displayed while fishing.

**AREAS CLOSED TO FISHING:** Fishing is prohibited in all designated swimming areas. Boats must keep marina entrance clear. No fishing within fifty (50) feet of private docks, ramps, facility ramps or the bulkhead. Tying up to buoys is prohibited. Unauthorized tying up to private docks is prohibited. Violators will receive a citation and/or fine, and possible expulsion and suspension of Lonetree Lake Club privileges.

**FISHING METHODS:** Each angler may fish with only ONE closely attended rod, with no more than THREE hooks and must use own separate stringer. Snagging, spearfishing, and use of nets or traps are prohibited. Bow and crossbow fishing allowed.

**RELEASING:** All fishing is catch and release only unless otherwise posted. Colorado Parks and Wildlife rules still apply. If you are on a boat, you can keep 2 Walleye over 15 inches but under 21 inches. If shoreline fishing you can keep 1 Walleye over 15 inches but under 21 inches. All others must be released. See bulletin board for up-dates on size and limits.

**PENALTY:** Citation and fine, as noted in the Lonetree Lake Club fine schedule on file with the Lonetree Lake Club Administration Office, apply per fish over the limit. CPW will be contacted for any illegal fishing or hunting activities.

**FISHING REGULATIONS:** Colorado State fishing license is required. All CPW regulations apply except the Walleye limits and slots.

**APPROVED BAIT BOATS:** In order to protect the ecological balance of Lonetree Reservoir, the only baits permitted are terrestrial insects, worms, leeches, minnows, prepared stink baits, cheese baits and marshmallows. Prohibited baits include all animal parts (including trout roe, meats, dog food), all fish including goldfish, crayfish and fish from the Lake, salamanders, newts, or any foreign aquatic organism, and vegetables like peas and corn. Chumming is prohibited.

FISH CLEANING: Cleaning fish is not allowed.

### Swimming

#### **BEACHES:**

- 1. Swimming is at your own risk at designated beaches will be allowed only in accordance with hours and conditions as posted and are subject to change.
- 2. No throwing of sand in Lonetree Lake Club facilities.
- 3. No food or drinks allowed in the water.
- 4. Appropriate swim attire is required at all times.
- 5. Scuba diving is prohibited.

CLOSED AREAS: Swimming beyond designated swimming areas is not allowed.

LIFEGUARD: Swim at your own risk. NO LIFRGUARDS ON DUTY.

SWIMMING: Swimming at your own risk .

#### **FLOATION DEVICES:**

- 1. All flotation devices must be U. S. Coast Gurad approved.
- 2. Flotation devices must be made of soft materials.
- 3. No hard objects will be allowed in the swimming area.
- 4. No jumping feet first onto any flotation device near the waters' edge.
- 5. Only individual flotation devices, limited to use by one person per device, are allowed in the swimming area.
- 6. All large boats, rafts, flotation devices, or any inflatable flotation devices are subject to Lonetree Lake Club Staff review and approval.

### PUBLIC HYGIENE AND CONSIDERATON:

- 1. For health reasons, any individual with incontinence issues and children who wear diapers must wear rubber or plastic (that are fitted to the leg and waist) pants or Lonetree Reservoir approved swim pants, while on the beach or swimming/playing in Lonetree Reservoir.
- 2. Do not swim or go in water when ill.
- 3. Please use restrooms when needed NOT THE LAKE!
- 4. The use of soap or detergents in Lonetree Lake is prohibited.

### **Discipline** Procedures

The Board of Directors, directly or through the Lonetree Lake Club Manager or an appointed designee, may revoke a member's access to Lonetree Lake Club Property for a period of time, minimum of 24 hours, if the Board determines the member's actions are causing, or may cause immediate harm/danger to a person, private property and/or Lonetree Lake Club Property.

Except in an emergency, member Discipline (as described above), shall be conducted in accordance with the Civil Code and the Berthoud-Heritage Metro District and Lonetree Lake Club Governing Documents.

**MEMBER/GUEST:** Lonetree Lake Club utilizes the Safety Patrol and Rescue along with checking compliance to enforce the Lonetree Lake Club rules/regulations. Citation / Fine Program has been implemented to enforce Lonetree Lake Club Rules and Regulations. Current violation & fine structure is on file in the Lonetree Lake Club Administration Office and online. Lonetree Management & staff or their designee may approach members or guests regarding Lonetree Lake Club Rules. These contacts are made out of concern for safety, the protection of property and the individual member's rights. Members are responsible for the violations of their guests.

### RULE ENFORCEMENT, DISCIPLINE, CITATION/FINE PROGRAM:

- 1. Rule advisement may be a verbal and / or written warning.
- 2. Violations of Lonetree Lake Club Rules may be met with a citation and/or a fine. If there is more than one violation per citation, there will be a possible fine for each violation.
- 3. Any serious violation of a Lonetree Lake Club rule (i.e., violence, theft abusive behavior, trespassing) will be subject to a fine, immediate expulsion and suspension of Lonetree Lake Club privileges for a specified period of time to be determined, with no refunds on any membership fees. Lonetree Lake Club Rules and Regulations and Fees are subject to change.

I have read the foregoing Lonetree Lake Club Rules and Regulations in this packet, and I understand and agree to comply with the rules & regulations. If I am found not adhering to the guidelines and the rules and regulations and appropriate recreation zones, I could be removed for a day or lose my Lonetree Lake Club Membership with no refunds.

Applicant(s) Signatures:	
First Applicant:	
Print Name: Date:	-
Signature:	-
Second Applicant:	
Print Name: Date:	-
Signature:	-
Lonetree Lake Club Membership: Amount to pay: \$ Via C	redit/debit card.
Circle Member of: Heron Lakes: Vantage: TPC Member: Out of Distric	t/Public
Boating Rate: Heron Lakes/Vantage/District Member: \$2,000.00	
Boating Rate: TPC Member: \$3,000.00	
Boating Rate: Out of District/Public: \$4,500.00	
SUB*/Canoe/Kayak: District Member: \$200.00: TPC Member: N/A: Out of District/H	Public: \$600.00
Lakeshore Fishing: District Member: \$200.00: TPC Member: N/A: Out of District/Pu	blic: \$600.00
Electric motorboat fishing: District Member: \$200.00: TPC Member: N/A: Out of Dis	trict/Public: \$600.00
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NOTE: * SUP/Canoe/Kayak/Fishing memberships do not include guest passes. * If yo must pay the <b>daily guest pass fee of \$20.00</b> . * Guests must be accompanied by a Lone daily guest pass. Guest Limit is 6 guests per day. * Anyone inside the gate participatin * Boating memberships includes SUP/Canoe/kayaking and shoreline fishing. * Kayaki allow for fishing. * Number of SUP/Canoe/Kayak/Fishing on Lonetree Lake can be lir * Lonetree Lake can be closed at any time due to weather conditions.	tree Club Member to buy a g in water activities or not. ng and SUP passes also

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 LIABILTY 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.

Lonetree Lake Club Web site: LonetreeLakeClub.com 1-1-2024 Contact for Lake Manager: Manager@LonetreeLakeClub.com

#### 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. 1 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 RELESSES 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

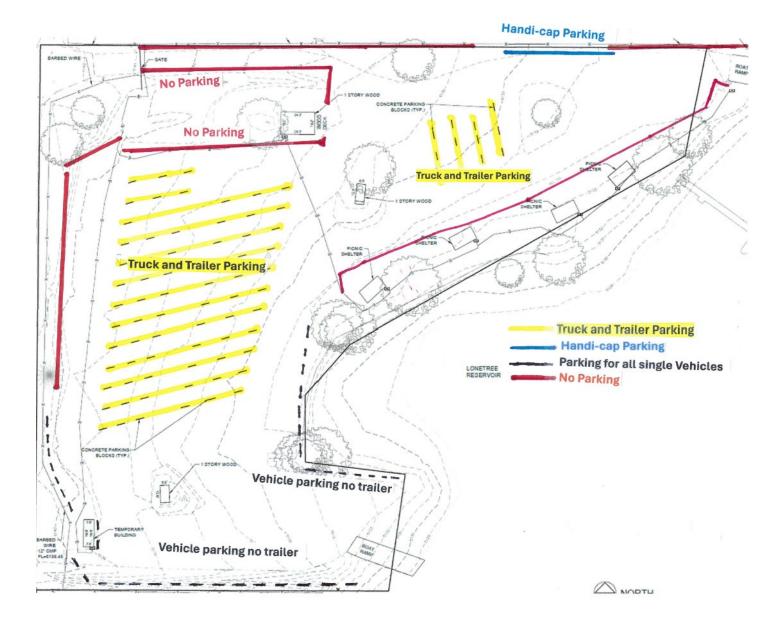
As a parent, guardian, or custodian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing 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)	

**Lonetree Parking Map** 

### Parking is at a premium, we ask for full cooperation from you, your family, and guests. Please carpool as much as possible.

When you pull in to Lonetree Lake Club please park your vehicle or vehicle with a trailer in designated areas, no single cars, SUVs, or trucks are to be parked in trailer parking areas, unless hooked to a trailer. If you come in with a boat and trailer do not pull up to the boat ramp until you are ready to unload. Pull into the parking lot area for trailers and get your boat ready for a day of fun, load all your food, equipment needed into the boat at that time, then go to the boat ramp, unload boat, and pull away, no lingering at the boat ramp, even if you do not see another boater. Then no parking in the boat ramp area, pull vehicle and trailer to the designed parking area.



Lonetree Lake Club Web site: LonetreeLakeClub.com 1-1-2024 Contact for Lake Manager: Manager@LonetreeLakeClub.com



### Lonetree Lake Club Area Map and Recreation Zones

### **LONETREE RESERVOIR FISHING REGULATIONS**

PLEASE READ ALL FISHING REGULATIONS CAREFULLY. FAILURE TO COMPLY WITH POSTED FISHING LIMITS/SLOTS WILL RESULT IN THE SEIZURE OF FISH AND MEMBERSHIP TERMINATION. STAFF WILL REGULARLY CHECK LIVEWELLS AND COOLERS.

### \*ALL MEMBERS WHO PLAN TO ANGLE MUST HAVE A VALID COLORADO FISHING LICENSE\*

\*Please practice selective harvest and integrity at Lonetree Reservoir \* Limits are monitored and altered yearly in the best interests of maintaining fish quality and population.



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### LONETREE RESERVOIR FISHING REGULATIONS



**Walleye** 

<u>Powerboat Memberships</u>: are allowed 2 fish **PER BOAT**, **NOT** per person, per day

<u>Kayak Memberships</u>: are allowed 2 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

<u>Shore Fishing:</u> Those that are shore fishing are allowed 1 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

### \* ALL WALLEYE KEPT MUST BE GREATER THAN 15 INCHES AND NO LONGER THAN 21 INCHES IN LENGTH \*



#### Largemouth Bass

<u>Powerboat Memberships:</u> are allowed 5 fish **PER BOAT, NOT** per person, per day.

<u>Kayak Memberships</u>: are allowed 5 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

<u>Shore Fishing:</u> Those who are fishing from shore are allowed 5 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

### \*ALL BASS KEPT MUST BE GREATER THAN 12 INCHES AND NO LONGER THAN 17 INCHES IN LENGTH\*



<u>Powerboat Membership:</u> are allowed 5 fish **PER BOAT, NOT** per person, per day.

<u>Kayak Memberships:</u> are allowed 5 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

<u>Shore Fishing:</u> Those who are fishing from shore are allowed 5 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

\*ALL CRAPPIE KEPT MUST BE GREATER THAN 8 INCHES AND NO LONGER THAN 13 INCHES IN LENGTH\*



### **LONETREE RESERVOIR FISHING REGULATIONS**



**Yellow Perch** 

<u>Powerboat Memberships:</u> are allowed 5 fish **PER BOAT, NOT** per person, per day.

<u>Kayak Memberships:</u> are allowed 5 fish **PER MEMBERSHIP**, per day. (Guests may not keep fish)

<u>Shore Fishing:</u> Those who are fishing from shore are allowed 5 fish **PER MEMBERSHIP**, per day. (**Guests may not keep fish**)

### \*ALL PERCH KEPT MUST BE GREATER THAN 8 INCHES AND NO LONGER THAN 12 INCHES IN LENGTH\*



<u>Tiger Muskie</u>

ALL TIGER MUSKIE CAUGHT MUST BE RETURNED TO THE WATER IMMEDIATELY! <u>CATCH AND RELEASE ONLY!</u>



### **Wiper** ALL WIPER CAUGHT MUST BE RETURNED TO THE WATER IMMEDIATELY! <u>CATCH AND RELEASE ONLY!</u>



#### Common Carp

All members are encouraged to remove common carp from Lonetree Reservoir. **No limit.** 

### Not Pictured: White Bass and Catfish:

<u>Powerboat Memberships:</u> are allowed 5 fish of each species, **PER BOAT**, **NOT** per person, per day. (**Guests may not keep fish**)