

Assumption of Risk and Waiver of Liability, Release, Indemnification of All Claims AND Waiver of Liability Relating to Coronavirus/COVID-19

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your use and participation in Berthoud-Heritage Metropolitan District (the “District”), Lonetree Lake Club, Consolidated Home Supply Ditch And Reservoir Company and Reservoir, property owner, tenant of the property, the Company, the District, and their respective affiliated entities, officers, directors, employees, and agents or now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in activities at, and use of, the Lonetree Reservoir (“Reservoir”) comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with accessing the Reservoir and any and all recreational activities thereon or around, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, (4) boating and watercraft injuries and accidents, and (5) illness, including exposure to and infection from viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with accessing and using the Reservoir and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

COVID-19 remains **extremely contagious** and is spread from person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Access and using the Reservoir and facilities could increase the risk of contracting COVID-19.** The District has put in place preventative measures to reduce the spread of COVID-19, but the District cannot guarantee that those who utilize the Reservoir and District leased or operated/managed facilities and surrounding property will not become infected with COVID-19. Further, attending or utilizing the Reservoir could increase your risk of contracting COVID-19.

Governmental Immunity

Governmental Immunity. Nothing in this Agreement/Waiver shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

Assumption of Risk and Waiver of Liability, Release, Indemnification & Covenant Not to Sue

By signing this Assumption of Risk and Waiver of Liability, Release, Indemnification of All Claims AND Waiver of Liability related to Coronavirus/COVID-19, (“Liability Waiver”), I, _____, the undersigned participant, as well as my family members, minor children, or permitted guests, consent and acknowledge that the provisions herein are in addition to the GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION (the “General Liability Waiver”) and that the terms and conditions therein shall remain in full force and effect. In addition to the terms and conditions contained in the General Liability Waiver, in this Liability

Waiver, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the District, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from and against any and all claims, causes of action, damages, demands, liabilities, losses, expenses, costs, and attorneys’ fees or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Reservoir and surrounding property and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, and death to myself and possibly others. I understand that the risk of becoming exposed to or infected by COVID-19 at the Reservoir may result from the actions, omissions, or negligence of myself and others, including, but not limited to, District employees, volunteers, agents and other members and their families.

I hereby certify that I have full knowledge and understanding of the nature and extent of the risks inherent in Reservoir access and activities and I voluntarily agree to assume all of the risks in Reservoir access and activities and accept sole responsibility for any loss, damage, or injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, property damage, attorney fees, or expense, of any kind, that I, my family, household members, or permitted guests may experience or incur in connection with my/our attendance, or participation in recreational activities, at the Reservoir, Reservoir access, boating, the use of personal watercraft (PWC) or related activities on or around the Reservoir and related facilities, improvements, parking areas, boat launch, or District-owned, operated, leased, or managed facilities, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees (collectively, “Claims”). By signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, injury, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Reservoir access and activities.

I further certify that I have read and that I and my family, household members and permitted guests, agree to abide by the Rules and Regulations and requirements for access and limitations referenced herein, below, and attached hereto and incorporated herein by reference.

In consideration of my participation in Reservoir access and activities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my Reservoir access and activities.

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year 2022.

Signature: _____ Today’s Date: _____

See attached:
Affirmation and Acknowledgement
Lonetree Reservoir Recreation Zones
Lonetree Lake Club Rules and Regulations
Lonetree Lake Club Fee Schedule

Affirmation and Acknowledgement – COVID-19

Please check each of the boxes below saying that you agree to the following:

- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the last 30 days.

- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.

- I affirm that I, as well as all household members, have not traveled outside of the country, or to any city outside of our own that is or has been considered a “hot spot” for COVID-19 infections within the last 30 days.

- I understand that Berthoud Heritage Metropolitan District cannot be held liable for any exposure to the virus or any other contagion caused by misinformation on this form or the health history provided by each participant.

- I affirm that I, as well as all household members, do not currently have, nor have experienced any of the following symptoms within the last 14 days: cough, shortness of breath, fever, chills, muscle pain, sore throat, or new loss of taste or smell.

Signature: _____

Today’s Date: _____

- I affirm that I, as well as my household members and permitted guests, will adhere to the following: to get a boat or PWC on the lake this season you need to one to get through the following 10 items.

Affirmation and Acknowledgement – Reservoir Use

1. Have a decon tag or a boat inspection.
2. You will need to get a boat tagged for aquatic nuisance species (Ans)/mussels.
3. You need a BHMD sticker.
4. Signed release of liability for yourself, your family, and any guests.
5. You need to sign that you have received and will obey all lake rules.
6. You will be asked to leave a phone number with the lake manager and participate to help other people on the lake if there is an emergency, if conditions change suddenly. (An on the lake emergency text alert) (high winds, swamped boats):
7. You will receive a lake map showing high speed and no wake areas.
8. You will obey state regulations on the taking of fish and game.
9. You will pay your fees and have a good time.
10. You understand memberships are first come, first served and nontransferable.
11. Life Jackets for each member on the vessel/sup/canoe

I affirm that I, as well as my household members and permitted guests will adhere to these additional guidelines:

- Per state guidelines – continue to adhere to state health guidelines
- Bathrooms/changing areas will not be provided.
- Drinks in individual containers are permitted, no glass items. No littering and dumpsters must be utilized for all trash or taken home.

There is a strict policy that anyone not adhering to the guidelines and attached rules and regulations and appropriate recreation zones, will be banned from the reservoir for the duration of the season.

Signature: _____

Today's Date: _____

Initial