

**GRANBY RANCH**  
**FISHING ASSUMPTION OF RISK AND RELEASE AGREEMENT**

**Read Carefully.** This is a release of liability and waiver of legal rights.

**1. Definitions.** The person who is taking part in fishing shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Headwaters Metro District, Granby Realty Holdings LLC and Granby Ranch Amenities LLC, and their successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, owners and shareholders. The "Activity" means taking part in fishing, or using the equipment or facilities of Released Parties for any purpose.

**2. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: negligent supervision; equipment malfunctions and defects; hooks; collisions; man-made and natural obstacles and/or obstructions; wild life; animals; insects; falling objects; encounters with motor vehicles; variations in terrain; surface or sub surface conditions; timber; forest growth; rocks; elevation; poor footing; becoming lost or separated; lack of shelter; changing weather conditions; storms, lightning, hail, snow and other adverse weather; hypothermia; changing water conditions; cold water immersion; hidden underwater obstacles; trees or other above water obstacles; slippery terrain; changing and unpredictable currents; rapids; drowning; lack of training; choice of course; slippery terrain; improper use of equipment; exposure; traveling to and from the Activity site; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**3. Duties of Participant.** The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage and labels. Participant acknowledges that he/she has the physical dexterity and knowledge to safely engage in the Activity.

**4. Release and Indemnification:** In consideration of the Participant being permitted to participate in the Activity or use the equipment of the Released Parties, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any

suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

**5. Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

**6. Medical Care.** Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

**7. Miscellaneous.** The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Grand County Colorado; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned. (d) This agreement shall be binding for the duration of the season and each time the participant participates in the activity.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Emergency Contact: Printed Name/Relation

\_\_\_\_\_  
Telephone