

Liability Release for Big Thompson Outfitters Fishing Club - Guests

In Consideration of Big Thompson Outfitters Fishing Club Membership, Member is permitted to use the lake and engage in the activities defined in this release and the Big Thompson Outfitters Rules and Regulations signed Agreement. As a condition of membership, Members who are over the age of 18 and the parent or legal guardian of each individual identified in the Membership who is under the age of 18, and Members' Guests (all of which are referred to herein as the "Releasing Parties"), on behalf of themselves, their heirs, estate, guardians, conservators, wards, children, family members, assigns, and next of kin:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE the Big Thompson Outfitters (fishing club) and the Big Thompson Outfitters (BTO) or any of its owners, officers, directors, shareholders, agents, employees, Land Owners, all heirs and assigns, and their lenders or insurance carries which are referred to herein as the "Released Parties.") FROM ALL LIABILITY TO THE RELEASING PARTIES FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF A RELEASING PARTY ARISING OUT OF OR RELATED TO THE USE OF THE PROPERTY OR INVOLVEMENT IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to any NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.
3. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the use of the Property or involvement in the Activities, whether caused by the NEGLIGENCE OF RELEASED PARTIES or otherwise.
4. HEREBY acknowledges that THE ACTIVITIES AND THE USE OF THE LAKE ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each Releasing also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE RESCUE OPERATIONS OR PROCEDURES OF THE RELEASED PARTIES. Releasing understand the risks and dangers associated with using the Big Thompson Outfitters and engaging in the Activities include are not limited to, changing weather conditions, water conditions, hidden obstacles, changing and unpredictable currents, drowning, exposure, falling, dehydration, altitude sickness, changing road conditions, wild animals, and other similar risks. Recognizing those risks and dangers, Releasing Parties voluntarily choose to take part in the activities and use of Big Thompson Outfitters.
5. HEREBY agree that the terms hereof extend to all acts of negligence by the Released Parties, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the State of Colorado and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN CONSIDERATION OF BEING PERMITTED TO USE BIG THOMPSON OUTFITTERS AND/OR TO ENGAGE IN THE ACTIVITIES, EACH RELEASING PARTY ACKNOWLEDGES REPRESENTS THAT THEY HAVE READ THESE PROVISIONS THOROUGHLY; FULLY UNDERSTAND THE TERMS HEREOF; THE RELEASING PARTIES; UNDERSTAND THAT THEY HAVE GIVEN SUBSTANTIAL RIGHTS BY DOING SO, AND HAVE DONE SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE, AND INTEND SUCH ACT OR ACTS TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. In Addition, I have read & understand all Lake Rules listed in Rules & Regulations agree to abide by same as a condition of membership. **By signing this agreement I hereby agree to all Fishing and Activities Rules and the Release of Liability:**

Signed on: _____

Printed Name

Member Signature

Phone number

Printed Name

Guest Signature

Phone number