

Big Thompson Outfitters (BTO) Rules & Regulations

Fishing Opens March 1st-November 1st

Upon Arrival to the club area:

1. Register by texting your name and number of people in your party to 785-230-8400 or 970-420-5137 when you arrive along with your vehicle descriptions.
2. Only 3 vehicles per stay, unless otherwise pre approved.
3. Respect the privacy and property of other members using the club.
4. Do not interfere with any farming/mowing/seeding etc operations and all vehicles must stay on the road at all times.
5. All Members and Guests must sign a liability waiver before using the property for club approved activities.
6. Lake Retreat Guests can use the designated Paddle boats, Belly boats and Canoes, etc at the boat ramp or beach. Please return all boats/equipment to the same area as you got them.

Upon leaving the club area:

1. Please return club boats that are available for member/guest use to the boat ramp or beach. (where and how you found them please)
2. Paddle boards and all kayaks' are to be returned to the beach area only.
3. **Text a complete record of fish caught and kept to 785-230-8400 or 970-420-5137 before leaving. (this is vital information for future fish stocking and fish limits, we are working to make it the best fishing in the state with your help)**

Boat Requirements

1. All motorized boats must be registered and insured to be able to be on the lake and a copy provided with lake retreat request form before check in.
2. **Life jackets are required for all children under the age of 18** and recommended for all. If adults choose not to wear a life vest it is at your own risk. All children **MUST** wear a life vest.
3. **Liability waivers must be signed by all guests and turned in before going on to the lake. (No Exceptions)**

Other Rules/Regulations:

1. All boating is wake less (**THE LAKE IS A NO WAKE ZONE**). (**NO EXCEPTIONS**)
2. **NO WEAPONS** of any kind. No guns, bows etc. BTO is a family club with children and their safety is the most import thing for us.
3. **Vehicles must stay on the road at ALL TIMES to the best of your ability**, so not to disturb new seeding.
4. No ATV's or Motorcycles Allowed.
5. Lake Retreat Guests are responsible for all of their children's actions. No Exceptions.
6. Limits per Day for the people in the house are as follows:
Crappie -10 per day must be 10 inches or bigger to keep.

Perch- 10 per day must be 10 inches or bigger to keep.

Blue Gill -10 per day **must release if 11 inches or bigger.**

Walleye -3 per day Any Walleye less than 15 inches or over 22 inches must be released.

(3 Walleye between 15 and 22 inches)

Trout – **All must be released.**

Bass –**All must be released.**

Catfish – **All must be released.**

7. **No Illegal Drugs, NO Glass bottles. No underage drinking allowed.** You agree to drug and or alcohol testing if you are involved in an accident or altercation on the property. (This is for liability and insurance reasons only).
8. **The consumption of liquor/alcohol which becomes offensive and obnoxious to other members, their family, guests, and owners of the property is forbidden.** When, in the judgment of another member, it becomes a hazard or a safety issue, it will constitute grounds for expulsion.
9. Any damage to club property report ASAP to 970-420-5317 (Dustin) or 785-230-8400 (Jamie) or text so that it can immediately be addressed.
10. **Glass bottles are never allowed on the property or in boats for any reason** because of safety concerns for people and animals.
11. Members may not use the private property of other members without that member's permission. If you are unsure of what you can use, please just ask.
12. No fires or burning of any kind.
13. Camping is limited to Mothers Day, Fathers Day and Labor Day weekend's Friday thru 5pm on Sunday. Any member wishing to camp must submit a request in writing ahead of time with the number of guests camping. The space is limited so first come first served.
14. Big Thompson Outfitters takes many pictures and videos for use on all social media and website platforms, by using the property you agree to our photo and video policy.
15. Big Thompson Outfitters reserves the right to change the Rules and Regulations at any time without notice and any changes will be emailed to all members and will be effective immediately.

Big Thompson Outfitters is not responsible for personal injuries or accidents of any kind that occur on the property. This includes members, spouses, children, guests, animals and personal property.

By signing this document you agree with all the rules and agree to abide by all of them

Printed Name: _____ Date: _____

Signature: _____

Spouse's Printed Name _____ date: _____

Spouse's Signature _____

Big Thompson Outfitters
Activities Waiver & Release of Liability

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated this _____ day of _____, _____
BETWEEN:

_____ and _____
(the "Participant") or/and (Participants)

AND Big Thompson Outfitters of 6504 Co Rd 54, Johnstown, CO 80534, USA (the "Activity Provider")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

Details of Activity

3. The Participant will and has access to participate in the following Lake activities: fishing, swimming, boating, paddle boarding, canoeing, kayaking, etc. Participant(s) are responsible for all minors and have listed all minors that will participate in lake activities on this form. Participant(s) are of sound mind and are able to make decisions for minors listed below.

Fitness to Participate

4. The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. If required, the Participant will obtain a medical examination and clearance.

Concurrent Release

5. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fit Photo and Video Release Disclaimer

By participating in activities with Big Thompson Outfitters, I grant permission for my image, likeness, and voice to be captured in photographs, videos, and recordings. I understand that these materials may be used in print or digital

advertising, promotional materials, and social media by Big Thompson Outfitters. I acknowledge that I will not receive any compensation for the use of these materials and waive any rights to inspect or approve their final use.

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

8. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

10. 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 and agree to abide all rules as a condition of membership.

11. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

(Participant/s):

Signed Name _____

Printed Name _____

Signed Name _____

Printed Name _____

All Children(s) names and ages must be listed and printed below by their Parent/Guardian:
