



## **RLOA BEACH USER MEMBER AGREEMENT**

Recreational use of Richard's Lake and Shoreline

The Richard's Lake beach and boat storage area are owned by Water Supply and Storage Company of Ft Collins (hereinafter referred to as the "Company"). The Company has consented through a lease agreement to allow the recreational use of these areas by the lessee party to the license agreement concerning lakeshore improvement at Richard's Lake by Richard's Lake Owners Association, Inc. (RLOA). The Company will continue to manage the water body for its primary use as a water storage facility for irrigation purposes, and it maintains sole discretion regarding water levels and all other management provisions. Please be aware that this is a special privilege granted by the Company, on their property, and that there is no "property right" conveyed to the recreational users of the lake. Because the primary purpose of the water body is its business use for the Company, any action by the Richard's Lake Beach User to endanger that use could result in the immediate withdrawal of the recreational use. So, please be a good steward and custodian of this recreational use opportunity and help us all be able to continue to use it in the future.

- Richard's Lake is not open to the general public. The above-named users and their guests are the only permitted users of the beach area.
  - There shall be no commercial use of the Lake or Shore Area, except as may otherwise be permitted by the Board in writing and signed by the Secretary or President.

Water sports and Boat operation are not safe when combined with alcohol or drugs. All Colorado state laws concerning alcohol and drugs shall apply to those participating in water sports and Boat operation.
  - Permitted users will be issued a user "tag" from RLOA's Manager and should be prepared to present this tag upon request to RLOA's lake security company. Users need to bring this tag to the lake at every visit. Two tags per household will be issued.
  - Lost or re-issue of lake tags will incur a fee.
  - Tags are required to be turned into RLOA Manager at the time of sale of their home. Tags not returned will incur a fee and charged on the closing documents.
  - RLOA Lake users are required by the Company to have on file a signed release of liability, claims and indemnification which is required to be in place before issuance of a tag.
  
- RLOA's Lake Committee must approve requests for organized events wishing to reserve a pavilion at least 30 days prior to the event. Requests should be made to RLOA's Manager.
  - Only one pavilion can be reserved at any given time.
  - Groups reserving a pavilion will be limited to no more than 40.
  - A damage deposit will be necessary in advance for the reservation. The deposit will be returned after inspection of the area shows no damage is evident and the trash removed. Groups reserving a pavilion must carry out all trash.

- Overnight storage and use of boats is permitted only through a registration process supervised by RLOA's Manager. A separate agreement is required and located with permits at the RLOA management office for signature and boat storage fee. Only one permit per household will be issued.
  - Boats stored at the lake are allowed with the understanding they are used frequently (weekly).
  - Boat storage has a limited capacity; the RLOA Lake Committee will determine maximum storage limits. A waiting list for storage area space will be maintained by the management company if needed.
  - An annual storage fee may be established by the RLOA Lake Committee
  - Boat registration stickers must be placed on the boat, visible for inspection and may not be removed and relocated to another watercraft.
  - New boat registration stickers must be requested by boat owners each season no later than February 28. Those not renewing registration must remove boats no later than April 15. Boats not removed will be considered abandoned and are subject to disposal after a 30-day notice is posted, with no recourse to RLOA, Committees, or the RLOA Manager.
  - Any boat stored at the Lake which does not properly display a valid registration sticker will be considered abandoned and subject to removal and disposal by RLOA.
  - RLOA is not responsible for any loss, theft, destruction or damage to any watercraft, boat or other stored at the Lake whether properly registered or not. It is the owner's responsibility to ensure that all boats stored at the Lake are properly secured. RLOA does not provide security, security cameras or other means of property protection. All Boats are stored at the Owner's risk.
  
- The use of rope swings (usually seen from hanging from overhanging tree branches) are not allowed.
  
- Platforms or docks, such as would be used to launch boats from, dive or swing from or onto Richard's Lake are not permitted.
  
- All personal items including trash brought in are the responsibility of the homeowner to take out.
  
- Pets are welcome, but their behavior must be "civil". Please be in control of your pet at all times. City Ordinances must be adhered including removing excrements. Water cleanliness will always be a primary concern for member users and the Company. Please use these methods and do not despoil the lake property. Thank you in advance.
  
- Richard's Lake is a man-made reservoir. Please exercise caution when using the Lake property. Examples of common hazards may include, but are not limited to , broken glass, nails, and/or other sharp objects, discarded reservoir construction materials such as concrete , pipes, water intakes and outlets, man-made and natural steep slopes, deep water,

cold water, thin ice, fish hooks and lines, fish and animal carcasses, wild animals and snakes.

- At the user's own risk, permitted water-related recreation includes swimming, fishing, floating, tubing, canoeing, kayaking, small sail boating, and electric trolling motor boating. During the winter, ice fishing and ice skating on solid ice is permitted at user's own risk. User members and their guests should expect that hazards will be present and that no lifeguards, rescue services, water testing, or other public safety measures will be provided.
- Each Owner on behalf of such Owner and on behalf of such Owner's Authorized User and all persons deriving Common Element use privileges through such Owner and Authorized Users acknowledge the inherent and unavoidable potential danger and hazard of 1) owning, leasing, or otherwise using a Lot adjacent to the Lake, 2) water activities, which will frequently occur in the Lake, 3) the operation of motorized and non-motorized Boats on the Lake, and 4) the Common Elements.
- Each Owner and his/her Authorized Users and all persons deriving Common Element use privileges through such Owner and Authorized Users assume these specific and all other general and specific risks involved in living and or coming upon the Community and/or using the Lake and other Common Elements. Each Owner and his/her Authorized Users and all persons deriving Common Element use privileges through such Owner and Authorized Users (all of which shall execute such acknowledgments as the Association may require from time to time as a condition to use the Lake and/or other Common Elements) shall be solely responsible to ensure the safety of all persons deriving use privileges through such Owner and Authorized Users, including the safety of such persons using the Lake and other Common Elements and all other persons present at the Community with the actual or implied permission or consent of any such persons. Without limitation, this shall include the protection and safety of children and non-swimmers in the vicinity of the Lake and other Common Elements allowed for or set forth in the Rules or the Declaration, the prevention of unauthorized or other dangerous use of the Lake or other Common elements by persons deriving use privileges from an Owner or Authorized User and safe operation of Boats. The Association is not obligated to, nor does it have a duty to employ or otherwise have available lifeguards, monitors, supervisors or other persons on or at the Lake or other Common Elements for the safety of any persons, and no actions or omissions by the Association shall create any responsibility or obligation of the Association, the Board, the Officers of the Association or the Members or Owners to monitor or supervise these matters.

**I understand and agree to the following:**

**WAIVER OF LIABILITY AND INDEMNIFICATION:** OWNER'S USE OF ANY BOAT SHALL BE AT OWNER'S SOLE RISK. RLOA, ITS EMPLOYEES AND OFFICERS SHALL HAVE NO LIABILITY TO OWNER FOR THEFT, DAMAGE OR VANDALISM OF THE BOAT OR ITS CONTENTS WHILE IN USE, STORAGE OR WHILE BEING TRANSPORTED. OWNER HEREBY HOLDS RLOA, ITS EMPLOYEES AND OFFICERS HARMLESS AND INDEMNIFIES RLOA, ITS EMPLOYEES AND OFFICERS AGAINST

ANY AND ALL LOSSES, DAMAGES, OR CAUSES OF ACTION ASSOCIATED WITH THE STORAGE AND/OR TRANSPORTATION OF THE BOAT. OWNER AGREES TO HOLD HARMLESS AND INDEMNIFIES RLOA ITS EMPLOYEES AND OFFICERS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, ACTIONS, CAUSES OF ACTION, OR LIABILITY OF ANY KIND FOR INJURIES TO ANY PERSONS OR PROPERTY RESULTING FROM THE STORAGE AND/OR TRANSPORTATION AND/OR USE OF THE BOAT; AND OWNER HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY RLOA ITS EMPLOYEES AND OFFICERS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION OR LIABILITIES TO ANY PERSON OR ENTITY BY REASON OF ANY ACT OR FAILURE TO ACT ON THE PART OF OWNER, HIS AGENTS, EMPLOYEES, INVITEE OR GUESTS IN THE USE OR STORAGE OF THE BOAT.

\_\_\_\_\_ 1) The risk of injury from the activities involved in could be significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.

\_\_\_\_\_ 2) The Member agrees to be bound by the rules, regulations and policies of the Association.

\_\_\_\_\_ 3) I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility from my participation and,

\_\_\_\_\_ 4) I willingly agree to comply with the stated policies, procedures, acknowledgements, current state, local and city laws. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention to the Association.

\_\_\_\_\_ 5) I, for myself and on behalf of my heirs assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Richard Lake Owners Association, its directors, officers, officials, agents and/or employees, other participants sponsoring agencies, owners and lessors of premises (the "Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property. WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

\_\_\_\_\_ 6) In this General RELEASE, I realize that I am releasing claims of all kinds including, but not limited to, those resulting from any unsafe conditions, and including claims resulting from collision with other users, equipment in and around the Reservoir. This RELEASE does not apply to gross negligence or intentional acts.

\_\_\_\_\_ 7) This RELEASE applies to the following persons and entities: property owner, tenant of the property, The Water Supply & Storage Company, its officers, directors, employees and agents.

\_\_\_\_\_ 8) If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's use of the Reservoir or Property or travel to and from the premises where the Reservoir and Property is located. I agree to RELEASE, HOLD HARMLESS

AND INDEMNIFY property owner, tenant of the property, The Water Supply & Storage Company, its officers, directors, employees and agents from any claims brought by the minor.

I have read the foregoing RELEASE OF LIABILITY, CLAIMS AND INDEMNIFICATION AND I UNDERSTAND ITS CONTENTS.

All owners acknowledge that use of the Lake and its facilities are subject to the policies of RLOA (which may change from time to time), the License Agreement and Lease with the Owner of the Lake and all City, State and Local ordinances.

RLOA's Lake Committee reserves the right to impose further restrictions, fines, fees, or limits in order to maintain the intent of the peaceful recreational use granted by Water Supply and Storage Company and described herein.

The use of Richard's Lake and the beach is at the user's own risk. Permission for use is granted by the Water Supply and Storage Company through a Waiver, signed by RLOA homeowners and guests, along with this Agreement. In the event of an accident of any kind, the homeowner shall be solely responsible for any and all occurrences, claims and liabilities.

Homeowner Name: \_\_\_\_\_ ID Checked \_\_\_\_\_

Children: \_\_\_\_\_

Address: \_\_\_\_\_ Dues Current \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Lake Tag #'s \_\_\_\_\_

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