



**WAIVER AND RELEASE OF LIABILITY
CERTIFICATION OF INSURANCE
AGREEMENT TO RULES AND REGULATIONS**

HORSESHOE LAKE CORPORATION, A COLORADO NONPROFIT CORPORATION

Notice: This waiver and release of liability is a contract with legal consequences. Read it carefully before signing. As used in this Waiver and Release, the terms *I, my person* and *myself* refer to each signer hereof, and include the signers' minor children and minors in their care. No person under 16 years of age shall operate a motorized watercraft. (The exception to this rule is that anyone between the ages of 14 and 16 may operate a motorized watercraft if he/she has completed a boating safety course approved by the Division of Parks & Wildlife and been issued a boating safety certificate. The safety certificate must be made available upon request). The signer assumes all liability for any guests or anyone that he/she allows to use his/her watercraft/vehicles.

Name of Property Owner(s) _____
(Please list **all** property owners) _____

Lot # _____

Property Address _____

List all boats, watercraft, and vehicles ("Same as last year" will not be accepted):

<u>MAKE, MODEL AND YEAR</u>	<u>CL NUMBER/VIN NUMBER</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

My presence and activities on Horseshoe Lake may expose me, others, and my property to dangerous conditions, risks, and hazards. I hereby expressly assume all such dangers, risks and hazards.

I hereby release and agree to protect, indemnify and hold harmless Horseshoe Lake Corporation, the Seven Lakes Reservoir Company, and their respective employees, officers, agents, successors, and assigns from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of or arising upon or adjoining Horseshoe Lake, whether or not caused by a party's negligence or gross negligence. I hereby further covenant and agree that I, my heirs, successors, and assigns will not make any claim or institute any suit or action at law or in equity against Horseshoe Lake Corporation, the Seven Lakes Reservoir Company, and their respective employees, officers, agents, successors, and assigns.

I hereby warrant and certify that I carry liability insurance issued by an insurance company licensed in the State of Colorado in an amount not less than \$300,000 for all boats, personal and other watercraft, and other vehicles that I may use or permit to be used in, upon or near Horseshoe Lake, and that I will keep the same in force as long as I own the real property referenced above. I agree to provide a certificate evidencing such insurance to the Horseshoe Lake Corporation upon request.

I recognize that both the Seven Lakes Reservoir Company and Horseshoe Lake Corporation prohibit any commercial activity whatever associated with the recreational activities of Horseshoe Lake. I agree that the recreational privileges granted to me are for my personal use and the use of my household and guests. I will not accept any remuneration of any kind, or any form of compensation for anything associated with the recreational activities of Horseshoe Lake. Any violation of this clause will result in an immediate 90 day suspension of my lake membership.

I certify that I am the owner of all the listed watercraft and vehicles.

RULES AND REGULATIONS

The "Horseshoe Lake Corporation (HLC) Rules and Regulations," outlines the rules and regulations of the Horseshoe Lake Corporation and usage of Horseshoe Lake. The "Rules and Regulations" can be found on the HLC website at <http://horseshoelakecorp.com>. An electronic or printed copy will be made available upon request. It is the responsibility of each member and their guests to have read and thoroughly understood these rules and regulations. Ignorance or lack of understanding of these rules and regulations does not reduce or otherwise change in any way the responsibilities of members or guests.

My signature below attests that I, all members of my household, and all guests, have read and understood the "HLC Rules and Regulations" and that we will abide by these rules and regulations, as well as any applicable city, county and state statutes and regulations.

Date

Signature

Signature

Name (please print)

Name (please print)

HLC Witness Signature

Note: If the signatures on this document are not witnessed in person by an officer or agent of Horseshoe Lakes Corporation, the foregoing signatures must be witnessed and attested to by a Notary Public.

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.
My commission expires:_____

Notary Public