

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT FOR WELLINGTON RESERVOIR ("RELEASE")

READ CAREFULLY BEFORE SIGNING. THIS RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND THE WELLINGTON RESERVOIR COMPANY. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for receiving permission to access and use, in any way, whether or not such activity is described herein (the "Activities"), Wellington Reservoir and the surrounding premises (collectively, the "Property"), I acknowledge and agree, on behalf of myself, the minor I am signing on behalf of (as applicable), and the spouses, dependents, family members, guardians, next of kin, affiliates, estates, personal representatives, heirs and assigns of the same (collectively, the "Releasing Parties") as set forth below. Use of the pronoun "I" shall include the Child (as defined below) for which I am signing and the Releasing Parties (as applicable).

I. RISKS. USE OF THE PROPERTY INVOLVES RISKS. SUCH RISKS INCLUDE THE POSSIBILITY THAT I MAY SUFFER SERIOUS, EVEN FATAL, INJURY OR ILLNESS. THE USE OF ALCOHOL OR DRUGS MAY INCREASE THE RISKS. MOREOVER, SOME ACTIVITIES ARE INHERENTLY DANGEROUS, HAZARDOUS, AND THE RISK OF INJURY OR DAMAGE WHILE PARTICIPATING IS SIGNIFICANT, AND WHILE PARTICULAR SKILLS, EQUIPMENT, PRECAUTIONS AND PERSONAL DISCIPLINE MAY REDUCE RISK, THE RISKS CANNOT BE ELIMINATED. I UNDERSTAND THAT SUCH RISKS CONSIST OF MAJOR AND MINOR RISKS ASSOCIATED WITH MY PERSON, WELL BEING, MENTAL AND COGNITIVIE CAPACITIES, FUTURE ECONOMIC CONSIDERATIONS, AND OTHER INJURIES OR DAMAGES.

It is not possible to compile a complete list of all risks, however, by way of illustration but not limitation, known risks include and are associated with: (a) being located in mountain wilderness at high altitude; (b) injury from rocks, roots, vegetation, steep slopes, and unstable soils may create tripping and slip and fall hazards; (c) unpredictable and quickly changing weather events (including lightning strikes, blizzards, heavy rain, hail, high winds, landslides, avalanches, and wildfires); (d) the presence of thin ice that is unable to support people or equipment; (e) dangerous animals (including mountain lions and bears, which are known to inhabit the Property); (f) harmful bacteria, parasites and other water conditions; (g) equipment failure or malfunction; (h) having no lifeguards, rescue, security personnel, or first responders on the Property; (i) here are no rescue vehicles or medical facilities at or near the Property; and (k) theft by, or the negligent or intentional conduct of, others

II. ASSUMPTION OF RISKS. I, FOR MYSELF, THE MINOR I AM SIGNING ON BEHALF OF (AS APPLICABLE), AND THE RELEASING PARTIES, EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES, AND VOLUNTARILY, KNOWINGLY, AND FREELY ASSUME, AND TAKE FULL RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, RELATED TO ACCESS TO AND USE OF THE PROPERTY. SUCH RISKS INCLUDE THE POSSIBILITY THAT WELLINGTON RESERVOIR COMPANY OR WELLINGTON RECREATION COMPANY, LLC (D.B.A. CASTLE MOUNTAIN RECREATION COMPANY, LLC) AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, AND ASSIGNS (collectively, the "OPERATORS") MAY BE NEGLIGENT, RESULTING IN INJURY TO MY PROPERTY OR PERSON.

III. RELEASE OF ALL CLAIMS AGAINST OPERATORS. I, FOR MYSELF, THE MINOR I AM SIGNING ON BEHALF OF (AS APPLICABLE), AND THE RELEASING PARTIES, FOREVER AGREE TO RELEASE, DEFEND, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS the Operators, their authorized agents and affiliates (collectively, the "Released Parties") from liability arising from all claims, demands, actions, causes of actions, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown, brought by the Releasing Parties and/or third-parties (collectively, "Claims") for any injuries or harm to the Releasing Parties, whether arising from my own negligence, agents of the Operators (as defined below) other Releasing Parties or participants, or any other circumstance surrounding the Activities. The Releasing Parties will have no right to make a Claim against the Released Parties arising from participation in the Activities. I agree to defend and indemnify the Released Parties for any and all Claims, including subrogation and/or derivative claims brought by any third party or insurer, which the Releasing Parties may cause or contribute. If any of the Releasing Parties or an affiliate thereof assert a Claim against the Released Parties, I will pay all costs incurred by the Released Parties to defend such Claim, including attorneys' fees and court costs.

IV. IF SIGNING ON BEHALF OF AN INDIVIDUAL WHO IS YOUNGER THAN 18 ("CHILD"), I ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF THE CHILD. If I am signing this Release on behalf of a Child, I ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of the Child and the Child's heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as I did for myself in Sections II and III. I represent that: (a) I am the parent, legal guardian, or custodian of such Child, that the Child is in good health, and that there are no special problems associated with the care of the Child; (b) I accept responsibility and agree to indemnify the Released Parties for all of the Child's medical expenses incurred in connection with Activities; (c) I agree to defend and indemnify the Released Parties for any claim brought by the Child; (d) I agree to defend and indemnify the Released Parties for any claim brought by a third party arising in connection with the Activities; (e) I acknowledge that I am signing the Release of Liability on behalf of the Child and that the Child will be bound by all terms of this Release of Liability; and (f) the Operators shall have no liability for or duty to inquire as to whether I possess the ability to act on behalf of the Child as described herein.

V. DAMAGE TO PROPERTY. If I cause damage to the Property (including equipment, natural features such as trees and slopes, or fish or wildlife), I agree to pay all costs and expenses associated with its repair or replacement ("Repair Costs"), including the costs of collection of the Repair Costs, which may include court costs and attorneys' fees.

VI. RULES AND CONDITIONS WHICH ARE ATTACHED TO THIS RELEASE OR OTHERWISE PROVIDED TO ME. I willingly agree to comply with the stated and customary terms and conditions for participation in the Activities. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the situation, and, if I cannot be so removed, I acknowledge that I knowingly accept the possibility for such an occasion by signing this Agreement.

VII. HEALTH AND CAPABILITIES. I am healthy enough to safely participate in the Activities and have had the opportunity to consult with a physician prior to participation in the Activities. The Released Parties do not and will not provide medical advice, but may, without liability of any kind, authorize or allow a licensed physician and/or other medical care provider to carry out any emergency medical care, and I agree to pay all costs associated with such medical treatment and related transportation. I further certify that I (or the Child, as applicable) am a capable swimmer and will use all flotation and safety devices available to me when using rental equipment. I further understand and acknowledge that the Activities may require good physical conditioning and a degree of skill and knowledge. I certify that I (or the Child, as applicable) possess the requisite condition, skill, and knowledge necessary for me to engage in the Activities safely.

VIII. ADDITIONAL. This Release shall be interpreted as broadly as possible and applied to the greatest extent allowed by law. If a court declares any part of this agreement unenforceable, invalid, or void, that part alone shall be reformed to effectuate the intent of the same, and if reformation is not possible, severed from this agreement and the entire remainder of the agreement, including any partially enforceable provision, shall be fully binding and enforceable. This Release is binding on my estate, heirs, administrators and assigns and shall be governed by the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal action shall be in the local district court or the federal court of the State of Colorado. In the event of a dispute regarding this agreement, I hereby waive my right to a jury trial. The prevailing party in any such dispute shall be awarded all costs and fees associated with the same, including attorneys' fees and court costs

THIS RELEASE IS INTENDED TO PROTECT THE OPERATORS FROM LIABILITY FROM INJURIES TO MYSELF, THE CHILD, AND OUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY LAW. I, BEING AT LEAST 18 YEARS OF AGE AND HAVING CAREFULLY READ THE FOREGOING, UNDERSTAND THE TERMS OF THIS RELEASE, AND FREELY AND VOLUNTARILY EXECUTE THE SAME WITH FULL UNDERSTANDING OF THE LEGAL RIGHTS BEING WAIVED

If Parent is camping or otherwise visiting the property for drop off/Pick up:

Arrival Date: _____ **Vehicle Make and Model:** _____ **Vehicle Color:** _____ **License Plate #:** _____

Are you here for (check one): Day Use: or Camping: **Campsite/ Camping area:** _____ **Departure date:** _____

Scout Troop/Youth Organization: _____ **Group Organizer:** _____

DRIVER:

PASSENGERS UNDER 18:

Printed Name: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Phone Number: _____ Zip Code: _____

Printed Name: _____

Email Address: _____

Printed Name: _____

PASSANGERS OVER 18: _____

Printed Name: _____

Signature: _____

Printed Name: _____

WELLINGTON LAKE RULES, CONDITIONS, AND NOTICES

BY ENTERING THE PROPERTY, YOU AGREE TO THE FOLLOWING RULES AND CONDITIONS, AND ACKNOWLEDGE THE NOTICES SET FORTH BELOW, TOGETHER WITH ANY ADDITIONAL RULES POSTED AT THE PROPERTY FROM TIME TO TIME (E.G., RESTRICTED AREAS, RESTRICTIONS ON USE OF WELLS, ETC.). IF YOU FAIL TO COMPLY WITH THESE RULES, YOU MAY BE REQUIRED TO LEAVE THE PROPERTY, AND WILL BE RESPONSIBLE FOR ANY AND ALL COSTS RESULTING FROM MY FAILURE TO COMPLY, INCLUDING BUT NOT LIMITED TO THE COSTS OF CLEANUP, REPAIR OR REPLACEMENT OF DAMAGED FACILITIES, TOWING, REPLANTING, ATTORNEYS' FEES, AND COURT COSTS. THE MINIMUM FEE FOR CLEANUP OF A CAMPSITE IS \$75. WELLINGTON RESERVES THE RIGHT TO CHARGE YOUR CREDIT CARD TO COLLECT THESE FEES.

- I. WILDLIFE: YOU ARE IN BEAR COUNTRY!** Other wildlife species are also active in and around this wilderness area. Please use caution and be always aware of your surroundings. Food must be always stored in bear-proof containers or in vehicles with closed windows and locked doors.
- I. CHILDREN.** Children (under 18 years of age) must be always supervised by an adult (a person at least 18 years of age) while on the Property.
- II. RESTRICTED AREAS.** No one may enter restricted areas, including the Wellington dam, valve house, and shareholder sites without prior written authorization of Lake Staff.
- III. GENERAL PROHIBITIONS.** You must follow all applicable federal, state, and local laws, rules, and regulations while at the Property. In addition, the following are **NOT ALLOWED** at the Property: (A) **hunting**; (B) use of **chain saws or other power tools**; (C) possession or use of **fireworks, firearms, or other weapons including Ax's**; (D) use of **ATV's, motorized dirt bikes, and snowmobiles**; (E) **Unauthorized commercial photography**; (F) possession or use of **drones**; and (G) possession or use of marijuana or any other drug that is illegal under either Colorado or Federal Law (F) Nudity.
- A. Motorized E Bikes. **Class 1 E-Bikes** for pedal assistance **ARE** allowed. Class 2 and 3 E-Bikes are **NOT** allowed. **NO Throttle allowed.** Class 3 E-Bikes are considered motorized bikes and **NOT** allowed.
- B. **Rules for Class 1 E-bikes**
1. Class 1 E-Bikes are **NOT** recommended for trails and only advised to be used on the main campground road and must obey the campground speed limit or be subject to speeding fines.
 2. Class 1 E-Bikes must always follow bicycle etiquette and must always yield to pedestrians.
- IV. FIRE. YOU ARE IN A HIGH FIRE DANGER AREA. YOU ARE RESPONSIBLE FOR KEEPING YOUR FIRES UNDER CONTROL.** Fires are allowed only as provided below:
- A. **Locations and Fuels.** You may build a fire within the metal fire rings that are provided for this purpose; however **you may only use wood purchased at the Property.** Firewood must be small enough to fit completely inside of the fire ring. You may also use a portable charcoal or gas grill, or a gas camp stove within campsites and designated picnic areas. No other locations or fuels are allowed.
- B. **Further Limitations.**
1. Do NOT put cans, glass bottles, plastic, food waste, other garbage, or rocks in fire rings.
 2. Do NOT start campfires with gasoline, diesel, or camping fuel. Keep flammable materials away from campfires.
 3. Your use of fire may be further limited or prohibited by (a) County or federal fire bans or other limitations; or (b) Restrictions imposed by the owner or operator of the Property in their sole discretion. You must obey these restrictions on fires.
 4. Do NOT gather firewood at the Property.
- C. **No Unattended Fires.** No fire shall be left unattended. Before leaving a wood or charcoal fire (and before going to sleep at night), you must extinguish all flames, separate the embers, and fully extinguish the embers with water (**not rocks or dirt**).
- D. You must **NOT** remove your fire pit and relocate it at any time during your stay. Fines may be imposed for failure to comply.
- V. BEHAVIOR. THIS IS A FAMILY-FRIENDLY FACILITY. PLEASE GOVERN YOURSELF ACCORDINGLY.**
- A. "Quiet time" is enforced between 10 PM and 8 AM. For the comfort of all our guests, all sources of noise, including generators and radios, must be turned off, conversations must be quieted, and lighting must be dimmed or directed away from other campsites.
- B. Excessive noise, loud partying, boisterous behavior, fighting, or loud or vulgar language will not be tolerated.
- C. Leave all natural areas the way you find them: Do not carve, chop, cut, drive nails or screws into, or otherwise damage any live trees.
- D. Do not dig holes for any reason.
- E. Ride mountain bikes only on roads. Hikers and walkers always have the right of way.
- VI. USE OF THE LAKE. ALL USE OF THE LAKE IS AT YOUR OWN RISK. THERE ARE NO LIFEGUARDS.**
- A. **Children.** No child may use the lake (e.g., for swimming, boating, fishing, or wading), unless they are supervised by an adult who can provide emergency assistance.
- B. **Boating; Including kayaks, canoes, and paddleboards.**
1. Watercraft must be hand-launched, non-motorized or powered by electric motor, and must not create wake. Live wells are not allowed. All boats must be approved by Lake Staff before they are launched. Lake Staff's determination is final. It is your responsibility to assess whether any boating or similar equipment is fit for your intended purposes.
 2. U.S. Coast Guard approved life jackets must be always worn when on the lake.
- C. **Swimming.** Swimming is allowed in the lake.
- D. **Fishing.** Fishing is allowed and no fishing license is required on private property, however: (1) bait is not permitted, only artificial flies and lures are to be used; (2) fishing is limited to catch and release; and (3) single, barbless hooks are required. *Any person who kills a fish or fails to promptly release a fish back to the lake will be charged a restocking fee of not less than \$50 per fish.*
"Artificial flies and lures" are defined as devices made entirely of, or a combination of, natural or synthetic non-edible, non-scented (regardless of whether the scent is added in the manufacturing process or applied afterward), materials such as wood, plastic, silicone, rubber, epoxy, glass, hair, metal, feathers, or fiber, designed to attract fish. This definition does not include anything defined as bait below.
"Bait" means any hand-moldable material designed to attract fish by the sense of taste or smell; those devices to which salt, scents or smell attractants have been added or externally applied (regardless if the scent is added in the manufacturing process or applied afterward); scented manufactured fish eggs and traditional organic baits, including but not limited to worms, grubs, crickets, leeches, dough baits or stink baits, insects, crayfish, human food, fish, fish parts or fish eggs.
- VII. MOTOR VEHICLES AND PARKING.**
- A. The speed limit within the property is 10 MPH. Obey all traffic signs. State traffic laws apply to this property unless otherwise specified.
- B. When operating vehicles of any kind, do not damage the land or vegetation or disturb wildlife.
- C. Within campgrounds and other recreation sites, use cars, trucks, SUVs, other motor vehicles only for entering or leaving.
- D. Do not block, restrict, or interfere with traffic, roads, trails, or gates.
- E. Parking is allowed only in designated parking spaces. Do not park outside of the gate. Day Use visitors must park in Day Use areas only.
- VIII. CAMPING. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND THE SAFETY OF THOSE IN YOUR PARTY. ADULTS ARE RESPONSIBLE FOR THE BEHAVIOR OF THE CHILDREN AND PETS IN THEIR PARTY.**
- A. Camping is allowed in designated campsites only. The maximum length of stay is 7 days.
- B. Keep your campsite free of litter and waste and clean up your campsite before you leave.
- X. PETS AND HORSES.** Well behaved Dogs are allowed at Wellington. Horses and other pets are NOT allowed on the property. Dogs must be leashed, picked up after, and under your control at all times. Dogs are not to be left barking or unattended.
- XI. TRASH AND WASTE. PREVENT POLLUTION.** Keep garbage, litter, pet waste, and foreign substances out of lakes, streams, and other bodies of water.
- A. All "kitchen trash" (including but not limited to food waste and pet waste) must be disposed of in bear-proof dumpsters or removed from the Property. You must take your trash home with you if either: (1) it is large objects, like broken canopies, rafts, chairs, etc.; (2) it is potentially hazardous (e.g., propane tanks, household chemicals, pharmaceuticals, etc.); or (3) the dumpster is full.
- B. Dumping of holding tanks or toilets at the Property is not allowed. Fines may be imposed for failure to comply.
- XII. EQUIPMENT RENTALS.**
- A. You must be 18 or older to rent equipment from Wellington Lake.
- B. You must stay within the posted weight limits for rental equipment.
- C. Renters are responsible for inspecting the equipment at the time of pick-up, any defects detected must be reported to staff before departing the rental area, by failing to report any defects you are acknowledging the equipment was in safe and good working order and condition.
- D. Should equipment be returned late, dirty, or damaged, guests are responsible for the cost of cleaning or repair, up to the full retail cost of the items.
- E. Any guest who does not return rental equipment will be charged the full retail cost of replacement equipment.
- F. Guests will be held to all policies and rules as listed on the website at the time of booking.