

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT OF RULES
RELATED TO USE OF WELLINGTON RESERVOIR PROPERTY ("FULL RELEASE")**

READ CAREFULLY BEFORE SIGNING. THIS FULL 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 of being allowed to access and use, in any way, Wellington Reservoir and the surrounding premises (collectively, the "Lake Property"), you acknowledge and agree as follows:

I. POTENTIAL RISKS. USE OF THE LAKE PROPERTY INVOLVES RISKS. IT IS NOT POSSIBLE TO COMPILE A COMPLETE LISTING OF THE RISKS. HOWEVER, THEY INCLUDE THE POSSIBILITY THAT YOU MAY SUFFER SERIOUS, EVEN FATAL, INJURY OR ILLNESS. THE USE OF ALCOHOL OR DRUGS MAY INCREASE YOUR RISKS. Known risks include:

- The Lake Property is located in mountain wilderness at high altitude.
- Rocks, roots, vegetation, steep slopes, and unstable soils may create tripping and slip and fall hazards.
- Weather is unpredictable and changes quickly. Lightning strikes, blizzards, heavy rain, hail, high winds, landslides, avalanches, and wildfires are possible.
- When ice is present in the Lake, the ice may be thin and / or unable to support people or equipment.
- Dangerous animals, including mountain lions and bears, are known to inhabit the Lake Property.
- Water may from time to time contain harmful bacteria or parasites.
- Equipment at the Lake Property may break, fail, or malfunction.
- There are no lifeguards at the Lake Property.
- There are no rescue vehicles or medical facilities at or near the Lake Property.
- There are no trained security personnel at the Lake Property.

II. YOU ASSUME ALL RISKS. YOU VOLUNTARILY, KNOWINGLY, AND FREELY ASSUME, AND TAKE FULL RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, RELATED TO YOUR ACCESS TO AND USE OF THE LAKE 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 "LAKE OWNER AND OPERATOR") MAY BE NEGLIGENT, RESULTING IN INJURY TO YOU OR YOUR PROPERTY.

III. YOU RELEASE ALL CLAIMS AGAINST THE LAKE OWNER AND OPERATOR. YOU, for yourself and your heirs, assigns, personal representatives, and next of kin, RELEASE, INDEMNIFY, AND HOLD HARMLESS the Lake Owner and Operator from any and all causes of action (including but not limited to negligence), claims, demands, losses, expenses (including attorneys' fees and costs) and liability arising out of or related to any INJURY, DISABILITY, or DEATH that you may suffer, or loss of or damage to property (including theft by third parties), arising directly or indirectly from your access to or use of the Lake Property.

IV. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY GUEST WHO IS YOUNGER THAN 18 ("CHILD"), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD. If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your child and your child's heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you did for yourself in Sections II and III.

V. IF YOU CAUSE DAMAGE TO THE LAKE PROPERTY, YOU AGREE TO PAY FOR ITS REPAIR. If you (or, if you are a parent or legal guardian, your child) cause damage to the Lake Property (including equipment, natural features such as trees and slopes, or fish or wildlife), you agree that you will 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. YOU AGREE TO FOLLOW ALL OF THE RULES AND CONDITIONS WHICH ARE ATTACHED TO THIS FULL RELEASE. THIS FULL RELEASE IS INTENDED TO PROTECT THE LAKE OWNER AND OPERATOR FROM LIABILITY FOR INJURIES TO YOU, YOUR CHILDREN, AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY COLORADO LAW.

The undersigned has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.

Vehicle License Plate #: _____

Day Use Payment: cash _____ card _____

Arrival Date: _____

Campsite # _____ **Departure date:** _____

Driver:

Passengers over 18:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Drivers' License #: _____

Signature: _____

Address: _____

Printed Name: _____

City, State, Zip: _____

Signature: _____

Phone Number: _____

Printed Name: _____

Passengers under 18:

Signature: _____

Names and Ages: _____

Printed Name: _____

Signature: _____

WELLINGTON LAKE RULES AND CONDITIONS

BY ENTERING THE WELLINGTON RESERVOIR PROPERTY (THE "LAKE PROPERTY"), YOU AGREE TO THE FOLLOWING RULES AND CONDITIONS. ADDITIONAL RULES MAY BE POSTED AT THE LAKE 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 LAKE PROPERTY, AND YOU WILL BE RESPONSIBLE FOR ANY AND ALL COSTS RESULTING FROM YOUR 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.

WARNING - YOU ARE IN BEAR COUNTRY!

Other wildlife species are also active in and around this wilderness area.
Please use caution and be aware of your surroundings at all times.

- I. CHILDREN.** All children (people who are under 18 years of age) must be supervised by an adult (a person who is at least 18 years of age) at all times while on the Lake Property.
- II. RESTRICTED AREAS.** No one is allowed to enter restricted areas, including the Wellington dam and valve house and the Piñon Ridge/Camp Firewalker Designated Area, without prior written authorization from Lake Staff.
- III. GENERAL PROHIBITIONS.** You must follow all applicable federal, state, and local laws, rules, and regulations while at the Lake Property. In addition, the following are NOT ALLOWED at the Lake Property:
- Hunting
 - Possession or use of fireworks, firearms, or other weapons
 - Use of ATV's, motorized dirt bikes, and snowmobiles
 - Chain saws
 - Dumping of holding tanks, toilets, or trash
 - Possession or use of marijuana or other drugs that are illegal under either Colorado or federal law
- IV. FIRE.** YOU ARE IN A HIGH FIRE DANGER AREA. YOU ARE RESPONSIBLE FOR KEEPING YOUR FIRES UNDER CONTROL. Fire is 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. You may only use wood purchased at the Lake 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 Lake Property in their sole discretion. You must obey these restrictions on fires.
 4. Do NOT gather firewood at the Lake 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).
- 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 of 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. Do not carve, chop, cut, drive nails or screws into, or otherwise damage any live trees.
- D. Preserve and protect your National Forests. Leave natural areas the way you find them.
- E. Do not dig holes for any reason.
- F. Ride mountain bikes only on the main road.
- 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 is capable of providing emergency assistance.
- B. *Boating.*
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.
 2. Life jackets must be worn at all times when on the lake.
- C. *Fishing.* Fishing is allowed, but: (1) bait is not allowed; and (2) fishing is limited to catch and release. 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 \$50.00 PER FISH. No fishing license is required on private property.
- D. *Swimming.* Swimming is allowed in the lake.
- VII. MOTOR VEHICLES AND PARKING.**
- A. The speed limit within the property is 10 MPH.
- B. Obey all traffic signs. State traffic laws apply to this property unless otherwise specified.
- C. When operating vehicles of any kind, do not damage the land or vegetation or disturb wildlife.
- D. Within campgrounds and other recreation sites, use cars, trucks, SUVs, other motor vehicles only for entering or leaving.
- E. Do not block, restrict, or interfere with traffic, roads, trails, or gates.
- F. Parking is allowed only in designated parking spaces. Do not park outside of the gate.
- G. If you leave the Lake Property, stop on re-entry and show your permit.
- 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 only in designated campsites.
- B. Keep your campsite free of litter and waste and clean up your campsite before you leave.
- C. The maximum length of stay is 7 days.
- IX. FOOD STORAGE.** Food must be stored at all times in bear-proof containers or in vehicles with closed windows and locked doors.
- X. PETS AND HORSES.**
- A. You must keep your pets on a leash or otherwise under your control at all times. Pets are not to be left barking or unattended.
- B. You must clean up after your pet.
- C. Pets are not allowed in beach swimming areas or restrooms.
- D. Horses are not allowed on the property. There are no exceptions.
- 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 Lake 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 Lake Property is not allowed.
- C. Garbage containers are reserved for the use of campers and visitors only.
- D. Use toilets properly. Do not throw garbage, litter, or other foreign substances in toilets.