

RELEASE AGREEMENT

In consideration for being allowed to enter upon the facilities located at Crystal Lake Resort and Pine Valley Ranch Subdivision located within Jefferson County, Colorado ("**Facilities**") and participate in fishing activities, including but not limited to wade fishing, float fishing, guided fishing and fishing instruction ("**Fishing Activities**") and any other activities permitted at the Facilities together with Fishing Activities (the "**Activities**"), the undersigned _____ ("**Participant**") hereby agrees on behalf of the undersigned and, if any, spouse, children, parents, heirs, successors, assignees, personal representatives and estate (the "**Participant Group**") as follows:

1. Participant understands and acknowledges that Activities are potentially dangerous and could result in injury, death or property damage to persons participating in Activities. Participant understands and acknowledges that his/her participation in Activities are entirely voluntary, entail known and unknown and anticipated and unanticipated risks that could result in physical or emotional injury, paralysis, death, damage to the Participant, damage to the Participant's property, and/or damage to third parties. The Participant understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities.
2. Participant expressly agrees and promises to accept and assume all of the risks existing in these Activities. Participant's participation in these Activities is purely voluntary and Participant elects to participate in spite of all known and unknown risks.
3. Participant hereby voluntarily releases, forever discharges, covenants not to sue, and agrees to protect, indemnify and hold harmless CLF Operating, LLC, Crystal Lake Resort, Pine Ranch Associates, LLC, Crystal Lake Fishing LLC, Crystal Lake Fishing Association, Inc., The Perfect Drift Flyfishing Club, Michael E. Welch, Michael E. Welch LLC n/k/a MDUB, LLC and Perfect Drift, LLC, their successors or assigns and all employees, members, managers, directors, partners, landlords, landowners or shareholders (collectively, the "**Club**") from and against any and all claims, demands, losses, expenses, causes of action, damages, suits and liabilities or obligations suffered or alleged to have been suffered by any member of Participant Group, including, but not limited to, medical expenses, rehabilitation costs, reasonable attorney's fees, court costs, loss of income, loss of consortium, emotional damages, and any other damages or costs, directly or indirectly arising out of or related to personal injury, bodily injury, death, property, property damage, of the Participant in any way, directly or indirectly arising out of or related in any way to Participant's participation in or resulting in any way from Activities. This duty to indemnify shall apply even if the bodily injury or death or damage to property was actually caused or allegedly caused by the negligence or other fault of any member of the Club or any other person or entity. **IT IS THE EXPRESS INTENTION OF PARTICIPANT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS SECTION IS AN INDEMNITY AND DEFENSE BY PARTICIPANT TO INDEMNIFY, DEFEND, AND PROTECT THE CLUB FROM THE CONSEQUENCES OF CLUB'S OWN NEGLIGENCE OR OTHER FAULT, WHETHER THAT NEGLIGENCE OR OTHER FAULT IS THE SOLE, JOINT, OR CONCURRING CAUSE OF THE INJURIES OR DEATH OR PROPERTY DAMAGE; EXCLUDING, HOWEVER, TO THE EXTENT SUCH CONSEQUENCE IS THE RESULT FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL ACT OF THE PARTY SEEKING THE INDEMNITY.**
4. Participant certifies that he/she has no medical or physical conditions that could interfere with Participant's safety in these Activities, or if such exists, Participant is willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. If litigation is filed regarding this Agreement, the sole and exclusive jurisdiction and venue for such shall be in the State District Court for the State of Colorado sitting in the City and County of Denver. This Agreement shall be interpreted in accordance with the laws of Colorado without regard to the conflict of law rules of that or any other state. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.
6. This Agreement contains the entire agreement between Participant and the Club and supersedes any prior understandings or written or oral agreements between the parties relating to the subject matter of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable in any respect for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had not been included in this Agreement.

Participant agrees to fully comply with all rules and regulations established by the Club from time to time pertaining to the Facilities and any rules and regulations promulgated by any landlord or entity involved with Activities.

This Release Agreement (the "**Release**") shall govern, control and be applicable to all activities of Participant arising from or related directly or indirectly to Activities.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING PARTICIPANT'S PARTICIPATION IN THESE ACTIVITIES, PARTICIPANT MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED HIS/HER RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY MEMBER OF THE CLUB ON THE BASIS OF ANY CLAIM RELEASED HEREBY. PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD THIS ENTIRE DOCUMENT AND AGREES TO BE BOUND BY ITS TERMS.

Participant Signature

Printed Name

Date

Address

Parent's or Guardian's Additional Indemnification (must be completed for Participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by the Club to participate in its Activities, the undersigned further agrees to the same releases, waivers, covenants not to sue, and indemnifications such that the Club shall be indemnified and held harmless from any and all claims, demands, costs, or expenses that are brought by, or on behalf of, Minor and which are in any way connected Minor's participation in the events described in this Agreement.

Parent (or Guardian) Signature

Printed Name

Date

Address