

Release of Liability and Acknowledgment and Acceptance of Dangers, Risks and Hazards of Training

By signing this agreement, I hereby acknowledge that I have knowingly and willingly entered a Training Lease Agreement, or become a party bound by the terms and conditions of a Training Lease Agreement by and between Name: _____, et al. (user, hereinafter the Member, whether one or more) and **Colorado Foothills Retriever Club (CFRC)** and the Property Owner, et al. (landowner/lease manager, hereinafter the Tenant and Landowner, whether one or more) as of the date signed below.

I further acknowledge and understand that no warranty, either express or implied, is made by the Tenant and Landowner as to the condition of the Training Lease (hereinafter the leased premises) located at CR 18.5 in Weld County, Colorado, or of any roads, buildings, gates or other improvements located thereon. This document serves to warn me the Member that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises exposes both me my guests and my personal property to dangerous conditions, risks and hazards, including but not limited to: water, poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Tenant and Landowner; erosion and general condition of the land, both on and off roadways or senders, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; deep water; persons with firearms both on or off the leased premises; and the use of vehicles. I hereby state that I expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Landowner and Tenant his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and all improvements thereon, whether or not caused by the Landowner and Tenant and Landowner's negligence or gross negligence. This release applies during the time that I am permitted on the leased premises. 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 the Landowner and Tenant and Landowner or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon.

I hereby further understand and agree to abide by all the rules, provisions and terms of this CFRC Lease Membership Rules as set forth by the Tenant and Landowner. It is understood that the Member will be in breach of this agreement in the event that the Member fails to follow those rules and terms as set forth in the attachment. I further agree to abide by all state game laws as set forth by the Colorado Division of Wildlife. In addition to state game laws, Member agrees to abide by all local, state, and federal laws while on the leased premises. As the Member, I understand that failing to do so may void the membership agreement, and the membership agreement may then be cancelled at the sole discretion of the Tenant and Landowner. In that unlikely event, I further agree to forfeit any and all present and future claims to the leased premises in regards to the remaining term of the original agreement.

As used in this release, the terms *I*, *my person* and *myself* including my invited guests and minors in my care while on the leased premises.

Date and signed this _____ day of _____, 20__.

(Member's Signature)

(Member's Printed Name)

Lease duration: March 1 to Oct 30, 2021

Cost: \$30 per Member

(Member's Address)