

**ALPINE MEADOWS PROPERTY OWNERS' ASSOCIATION
ACKNOWLEDGMENT AND ASSUMPTION OF RISK,
RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT (RELEASE)**

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS**

1. Definitions. The person, whether an adult or child, who is a guest of the owner or is renting or leasing a home in Alpine Meadows shall be referred to hereinafter as "**Guest.**" The "Undersigned" means only the Guest when the Guest is age 18 or older OR it means both the Guest and the Guest's parent or legal guardian when the Guest is under the age of 18. "**Released Party**" mean Alpine Meadows Property Owners Association, its representatives, agents, successors, assigns, insurance carriers, directors, officers, property owners, and contractors. The "**Activity**" means using Nicholson Lake, including its shores, in any capacity, whether for visiting, swimming, boating, fishing, sunbathing, picnicking, or any other reason. "Activity" also includes use of the dock. The canoes and boats located on the shores of Nicholson Lake are privately owned and not permitted for Guest use. No ice skating, ice fishing or other winter activity is permitted on Nicholson Lake.

2. Risks of Activity. Nicholson Lake is at high altitude in the Colorado Rocky Mountains. Nicholson Lake is a natural and private lake located outside the town limits of Crested Butte, Colorado, and part of the Alpine Meadows subdivision. As the lake is natural, it is not maintained. Its location is rural and remote. There are no lifeguards on duty and emergency medical services are several miles away. The climate can be extreme and unpredictable, and timely medical attention may not be available. Accidents and illnesses may occur without easy access to medical facilities. The Risks of the Activity include, but are not limited to: drowning, changing lake and water conditions, including surface conditions, ground conditions, dock conditions, changing weather conditions, high altitude sickness, hypothermia, exhaustion, orthopedic injuries, dehydration, lack of shelter, storms, rain, lightning, hail, snow, and other adverse weather, limited access to and/or delay of rescue and medical attention, insect bites, water-borne diseases, injuries and conditions, plant reactions, animal and living organism interactions, mental distress from exposure to any of the above, and negligence of others. The foregoing list does not contain all risks and there are some risks that cannot be anticipated or are reasonably foreseeable.

3. Acknowledgement, Release, Indemnification, and Assumption of Risk. In consideration of the Guest being permitted to participate in the Activity, the Undersigned agrees as follows:

(a) Acknowledgement and Release. The Undersigned IRREVOCABLY AND UNCONDITIONALLY UNDERSTANDS AND ACKNOWLEDGES THE ABOVE RISKS AND CONDITIONS, AND AGREES AND UNDERSTANDS that the Activity engaged in by the Guest may be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledges and understands that the description of the risks listed above is not complete and that participating in the activity may be dangerous and may include other risks. ACCORDINGLY, THE UNDERSIGNED HEREBY EXPRESSLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTY with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Guest's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. By signing below, the Undersigned ACKNOWLEDGES AND ACCEPTS responsibility for these risks.

(b) Indemnification. The Undersigned hereby AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSES OR DAMAGE for bodily injury including death, property damage, or any liability of any kind or nature whatsoever and from any suits, claims or demands including legal fees and costs, whether or not litigation is instituted, arising out of or related to the risks of the Activity or Guest's' participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Guest's participation in the Activity.

(c) Assumption of Risk. The Undersigned agrees and understands that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the

Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognizes that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR GUEST TO PARTICIPATE IN THE ACTIVITY, AND THEREFORE EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

4. Minor Acknowledgment. In the case of a minor Guest, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate or attend in the Activity. By signing this Agreement without a parent or legal guardian's signature, Guest, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Guest, signing adults represent that they are a legal parent or guardian of the minor Guest.

5. Miscellaneous. The Undersigned further agree and understand: (a) Guest will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) Guest will follow and abide by the Released Party's Rules and Regulations regarding the use of Nicholson Lake; (c) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or the United States District Court of the District of Colorado; (d) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (e) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THE FOREGOING ACKNOWLEDGMENT AND ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT, ACKNOWLEDGE AND UNDERSTAND ITS CONTENTS, AND SIGN IT VOLUNTARILY. I AM AWARE AND AGREE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Guest's Signature

Print Guest's Name

Date

If the Guest is under 18 years of age:

Print Child's Name

Print Child's Name

Print Child's Name

Print Child's Name

Print Child's Name

Print Child's Name

Print Parent or Legal Guardian's Name

Parent or Legal Guardian's Signature

Date