

ROCKY RIDGE

Recreational Facility

SINCE 1984



ROCKYRIDGE FISHING CLUB MEMBERSHIP AGREEMENT, RULES, AND BYLAWS

122 Rocky Ridge Lane
Ft. Collins, Colorado 80524
Phone (970) 221-4868
Cell (970) 222-8252
www.coloradopros.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between Rocky Ridge Sporting and Conservation Club, Inc. (Lessor) and _____ ("Member"). Gate combo _____

1.00 General

- 1.01 Rocky Ridge Sporting and Conservation Club, Inc. hereby lets unto members the surface rights in and to that body of water located in Larimer County Range 69 Township 8 Section 11 west of Larimer County Road 15 and south of Larimer County Road 60 (also known as Rocky Ridge Lake Reservoir #1), together with such land located on the North/West side immediately adjacent to the Lake as necessary for members use and access to the lake. (The Lake and such land being hereafter referred to as the "Premises"), all subject to the terms and conditions hereinafter set forth.
- 1.02 Use of Premises by the Member (hereafter referred to as "Member"). The member is defined as the person whose name is on the membership agreement. Member shall use the premises only for the following purposes:
- A. Boating rights as is necessary for fishing and associated use of the shoreline of the lake on the North west side thereof.
- 1.03 Membership fees are entirely non-refundable, non transferable and membership may be terminated, revoked or suspended for failure to comply with any of the following club rules. The Membership fee is **\$480.00**.
- 1.04 Members or guests shall not commit or suffer any waste on the Premises nor shall members permit any nuisance to be maintained on the Premises or permit any disorderly conduct or other activity having a tendency to annoy or disturb any occupants of adjacent or adjoining property or other member groups.
- 1.05 Prior to the use of the lake and upon application, members shall provide proof of and maintain full liability insurance coverage, specifically including boat and motor use, of not less than \$200,000 for the duration of the membership, naming Rocky Ridge Sporting and Conservation Club Inc., Water Supply and Storage Co. and Diamond Peak Properties LLC. as additional insured.
- 1.06 Indemnification. Member agrees to and shall indemnify and hold Rocky Ridge Sporting and Conservation Club Inc., Water Supply and Storage Co. and Diamond Peak Properties LLC. , Harmless from and against any and all claims, losses, expenses, costs, judgments and/or demands, including but not limited to court costs and attorney's fees, suffered or incurred by Rocky Ridge Sporting and Conservation Club, Inc Water Supply and Storage and Diamond Peak Properties LLC. Arising out of the operations, activities or usage by the member and his/her guests, customers or invitees of the Premises or

on account of any operations or action by member or from and against any and all claims arising from breach or default on the part of the member or from any act of negligence of the member, his agents, contractors, servants, employees, licensees, guests, or invitees, or from any acts injury or death of any persons or damage to any property in or about the premises.

- 1.07 Water Quality. Rocky Ridge Sporting and Conservation Club, Inc. shall have the right to terminate the membership if any water quality rules or regulations applicable to the Premises make it impractical for Rocky Ridge Sporting and Conservation Club, Inc. to continue to lease such Premises. If there is any cancellation for such reason, there shall be a fair and equitable refund for any portion of the lake use, which is lost by virtue of such termination providing a refund, is given by the lake owner(s).
- 1.08 Water Storage. Rocky Ridge Sporting and Conservation Club, Inc. shall not be responsible or liable to the members, guests, or invites, for any acts or omissions of Rocky Ridge Sporting and Conservation Club, Inc. operations, including the use and maintenance of the Lake. Rocky Ridge Sporting and Conservation Club, Inc. has no obligation to store any water in the Lake or to retain any water that may be stored therein. Rocky Ridge Sporting and Conservation Club, Inc. is not obligated to perform any act, or make any improvements to the Lake to facilitate the use of it by the members. Members, guests or invites assume the risk of any condition now or hereafter existing in or about the premises. Furthermore, Rocky Ridge Sporting and Conservation Club, Inc. is not responsible to the member or his/her guests, or invites for the quality or quantity of water in the Lake, and is not liable for any damages which may be claimed as a result thereof.
- 1.09 Vehicles are allowed only on-designated roads and parking areas. (See map)
- 1.10 Management retains the rights to use Rocky Ridge Reservoir to host private events throughout the season
- 1.11 Rocky Ridge Management may at its discretion, at any time, change any bylaws including catch size and quantity limits, as to their determination, is in the best interest of the memberships fishing quality under this membership. Current regulations and changes will be posted on our web site at www.coloradopros.com
- 1.12 Water Quality/Lease termination. Rocky Ridge Sporting and Conservation Club, Inc. shall have the right to terminate this lease immediately upon changes of water quality and /or lease rights termination by its landlord (s), making it impractical for Rocky Ridge Sporting and Conservation Club, Inc. to continue to lease such leased premises. If there is any cancellation for such reason, there shall be a prorated and equitable refund to the member for any portion of the lake use membership, which is lost by virtue of such termination providing a refund, is given by the property owner(s) (Landlords).

2.00 Safety

- 2.01 Weapons, including but not limited to guns, pistols, rifles, crossbows, slingshots, wrists-rockets, fireworks, and explosives are not permitted on the Premises at any time, unless approved by management in writing.
- 2.02 Operating a boat or any other activity on the Premises while intoxicated or under the influence of any drug, which renders the operator incapable of safely operating the boat, will result in the immediate and automatic forfeiture of the member's lake rights.
- 2.03 Any broken glass, regardless of origin, shall be cleaned up immediately and entirely.
- 2.04 No Glass containers will be permitted on site at any time
- 2.05 Pets and animals are prohibited on the Premises unless determined otherwise in writing with Rocky Ridge management. All pets must be required to be on leash or in a vehicle or boat. Owners are required to clean up after pets.
- 2.06 Children under the age of 21 are to remain under adult supervision at all times.
- 2.07 Refueling operations must be done on shore whenever possible.
- 2.08 All on-the-water fueling shall be done in the designated fueling area with ignition off (a fire extinguisher will be in close proximity to fueling area)
- 2.09 No smoking allowed in refueling area or during on-shore fueling operations.

- 2.10 All refueling operations shall be performed with the ignition and bilge blower off.
- 2.11 Bilge blowers must be operated for a minimum of 5 minutes after any fueling before engine can be started.
- 2.12 No swimming or diving is allowed. No Lifeguard is on duty.
- 2.13 Boat operators shall take due precautions during periods of restricted visibility or adverse weather conditions.
- 2.14 Only members may bring their own boat on to the property.
- 2.15 Only one boat may be on the property per membership at any time.
- 2.16 All boats must meet US Coast Guard safety regulations and abide by the state of Colorado boating regulations. This shall include a type I, II, or III Coast Guard approved Personal Flotation Device for each person aboard a vessel, correct ventilation for internal gas tanks, and an accessible type 5-B: C rated fire extinguisher for all vessels using gas motors.
- 2.17 Fishing shall be allowed within the south half of the reservoir buoyed area only when water skiers are present and at no time within one hundred feet of the water ski system buoys and anchors.
- 2.18 No vessels are allowed within 30 feet of the south outlet area. Any float tube users should take extra precautions to avoid the outlet area.
- 2.19 Members and those whom it permits to use the Property shall not cause any pollution or contamination (including the introduction of Zebra or Quagga Mussels or any other live or non-native organisms) to the Property or the surrounding area. Members shall take reasonable precautions against the introduction and spreading of aquatic nuisance species of plants, animals and other organisms, and shall apply all rules requiring effective boat hygiene (drain, clean and dry policies).

3.00 Fishing

- 3.01 NOTE: Member shall limit their walleye take to no more than 5 fish between the size of 18" and 20" per membership per year or as noted on the catch record sheet and whichever is more limiting. No walleyes may be taken below 18" and above the 20" length.
- 3.02. All other walleyes shall be returned to the water immediately without injury. If a gill or gullet is hooked on a fish under the 20" limit size, the line at the hook or bait shall be cut and the fish released immediately with minimum injury.
- 3.03. Other than the restrictions defined herein, all Colorado Division of Wildlife fishing restrictions shall be observed compared to the Douglas lake limits or as noted on the catch record sheet and whichever is more limiting.
- 3.04. Rocky Ridge Management may at its discretion, at any time, change catch size and quantity limits, as to their determination, is in the best interest of the fishing quality under this membership.
- 3.05. All other fishing regulations of the state of Colorado shall be in effect as published. And consistent with the regulations imposed on Douglas Lake or as posted by Rocky Ridge management, which ever is more limiting.
- 3.06. ***All fishing trips and fish caught shall be logged on a "Catch Log" sheet upon leaving the lake. Fishermen must log in upon arrival and out at the end of each fishing trip. The Catch Log is placed in the storage box at the dock and monitored to insure that fishing limits and quality are appropriate.
- 3.07. ***** Failure to due such will result in immediate forfeiture, revocation or suspension of membership privileges at management's discretion.
- 3.08. Fishing is allowed from one hour before sunrise to one hour after sunset. Particular attention must be paid to maintaining quiet at the south end of the lake. The use of artificial light is prohibited.
- 3.09. Fishing from the shoreline is permitted only in designated areas at the north end of the lake. (See map)
- 3.10. The entire lake shall be considered wake-less for all fishing memberships.
- 3.11. All fishing and Sailboats must access the fishing side of the lake by following the North shoreline at a wake less speed.
- 3.12. Never cross the lake when water skiers are present, please follow shoreline at wake less speed to access the fishing area.
- 3.13. Please remain quiet in the south end of the lake for the neighbor's sake.

- 3.14. The fishing season is defined as from **April 1st through Friday September 23rd or, the day prior to the first day of Waterfowl Season**, whichever ever comes first, of the membership year. Alternate seasons will be used for hunting purposes. Membership privileges are only valid for the fishing season in which the membership is issued.
- 3.15. All personal property must be removed from the Premises after each use.
- 3.16. All boat storage must be agreed upon separately with management.
- 3.17.** Members are allowed one boat on the property per each membership.
- 3.18.** Newly stocked fish shall not be kept unless they are over the length specified on the current fish catch record.

4.00 Sanitation

- 4.01 A Dumpster and a "Port-O-Let" are provided and will be maintained for use by members and guests.
- 4.02 Every primary member is responsible for policing the area and maintaining the area as they use it.
- 4.03 All trash is to be collected and disposed of at the end of each lake visit. Preferably, trash should be removed from the premises and disposed of by the member.
- 4.04 The Dumpster is not to be used for household trash disposal or trash, which may spoil, rot, or create bad odors. Fish remains are not to be deposited in the Dumpster. If fish must be cleaned at the lake, entrails shall be discarded over deep water, not near a shoreline. Preferably, fish should be cleaned off the premises.

5.00 Guests

- 5.01 Primary members may bring no more than two (2) fishing guests at any one time.
- 5.02 Children under the age of 15 are not considered guests
- 5.03 A guest is defined as any person other than the individual listed on this application. One individual per membership allowed.
- 5.04 Care should be taken to maintain the exclusive intent and conservative nature of the membership.
- 5.05 Guest may not bring pets onto the property.
- 5.06 Guest may not bring boats onto the property.
- 5.07 Guests must be in the same boat as a member while on the property.

- 5.08 Guests are the sole responsibility of the primary member and will not be permitted on the premises unless accompanied by the member at all times.
- 5.09 All fish kept by guests must be included in the members daily catch limits and must be recorded prior to leaving property. Guests may not keep any fish unless those fish are recorded as part of the members daily catch limit.
- 5.10 All fish kept by guests must be considered part of the members annual and daily keep limit. If a guest keeps a walleye, it must be considered part of the member's **5** total annual keep.

6.00 Security

- 6.01 There will be a locked entrance gate providing access to the Premises.
- 6.02 The gate must be kept locked and not left unlocked unattended. (Lock combination must be changed for the lock shackle to latch closed)
- 6.03 The gate combination shall not be loaned to or used by any other person than the primary member.
- 6.04 All members are expected to sign in prior to entering reservoir and sign out by filling out the catch record prior to leaving property.**
- 6.05 If any concerns call (970) 222-8252 for information.

7.00 Camping.

- 7.01 Overnight camping may be allowed under a separate application for additional fees. Please contact management for details.

8.00 Binding Effect

- 8.01 This Membership Agreement shall be binding upon the undersigned and their respective heirs, personal representative, successors and assigns as well as on all guests and invites of the member and any other person on the Premises with permission of the member.
- 8.02 No additions to the Premises are permitted without written consent of Rocky Ridge Sporting and Conservation Club, Inc.

9.00 Events:

- 9.01 Rocky Ridge Sporting and Conservation Club Inc. Reserves the right to host certain private events throughout the season and at any time. The members may be invited to participate in any private functions at the discretion of the management.
- 9.02 Please see the example below of The Fishing log. The fishing member must log in prior entering the lake and fill out the catch and release log as they exit.

Catch and release is always encouraged
ENTER ALL FISH CAUGHT
Stop Aquatic Hitchhikers. Clean/ Drain/ Dry

Name: _____

Number in Party _____

Elapsed time _____ hours Water temperature _____ Date: ____/____/2016

MARK IN BOXES a 1 for each fish you kept the fish and a 0 for each fish you returned to the lake. EXAMPLE:
1111 = 4 fish kept and 0000 = 4 fish returned

WALLEYES	0" - 14"	14" -17	18" - 20"	>20" brood stock
KEPT	CAN NOT KEEP	CAN NOT KEEP	Limit 5 per season	Cannot keep
RETURNED				
PERCH	0" - 8"	8" - 12"	12" - 14"	>14" brood stock
KEPT	<i>CAN NOT KEEP</i>			ONE PER YEAR *
RETURNED				
TROUT	0" - 14"	14" - 16"	16" - 25"	> 25" brood stock
KEPT	CAN NOT KEEP			ONE PER YEAR *
RETURNED				
SMALLMOUTH	0" - 16"	16" - 20"	16"- 20"	>20 brood stock
KEPT	CAN NOT KEEP			ONE PER YEAR *
RETURNED				
CATFISH	0" - 16"	16" - 22"	22" - 28"	> 28" brood stock
KEPT	CAN NOT KEEP			ONE PER YEAR *
RETURNED				
Large mouth	CAN NOT KEEP	CAN NOT KEEP	CAN NOT KEEP	CAN NOT KEEP
Others				

Specify				
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Waiver and release agreement

This is a release of liability and waiver of certain legal rights. In consideration of my being permitted to participate in the activities of **Hunting, Fishing Boating, water-skiing, and Shooting, on water or on land.** I agree to the following Waiver Release Agreement. I acknowledge that the activities of hunting, fishing, boating, shooting, and hiking on land and water have inherent risks, hazards and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. **I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATIONS.**

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with a Rocky Ridge representative that these activities may require good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities safely, I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the inherent risks. **I am Voluntarily using the Services of Rocky Ridge Sporting and Conservation Club INC. With full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept and risk of injury, paralysis or death. Lastly, I for heirs, and successors, executors, myself and subrogates hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS ROCKY RIDGE SPORTING & CONSERVATION CLUB INC.** Their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, cause of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including but not limited to, **NEGLIGENCE** of any kind or nature, weather foreseen or unforeseen, arising directly or indirectly out of any damage, loss injury, paralysis, or death to me or my property as a result of engaging in these activities or the use of Rocky Ridge Sporting and Conservation Club INC. It is heirs, representatives or assigns, for any liability including the services, animals or equipment, weather such damages, loss, injury, paralysis or death results from negligence of **Rocky Ridge Sporting and Conservation Club Inc.** or from the other cause. I for myself, my heirs, my successors, executors and subrogates, further agree not to sue or hold responsible, **Rocky Ridge Sporting and Conservation Club Inc, Water Supply and Storage Company, and/or Diamond Peak Properties LLC.** Its heirs, representatives or assigns, for any liability including injury, paralysis or death suffered in connection with my use and participation in the activities of **HUNTING, FISHING, BOATING ACTIVITIES, SHOOTING, HIKING ETC. ON WATER AND ON LAND. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT**

Print Name _____ **if under age of 18** _____

Address _____ **CITY** _____ **STATE** _____

ZIP CODE _____ **E-Mail address** _____

HOME PHONE # _____ **WK PHONE** _____ **cell** _____

SIGNATURE _____ DATE _____

**Rocky Ridge Fishing Club
Application**

I _____ have read all the aforementioned rules and bylaws

Signature

and understand them completely. I also understand that violation of any may result in monetary fines, forfeiture or suspension of my boating and land use rights without refund.

Member _____ Date _____

Print

Email address _____

_____/_____/_____/_____

Address Street, City, State Zip

HM _____ Wk _____ cell _____

Phone Number

Please find my enclosed check for \$480.00 for the current fishing season with this application form.

Visa and Master Card accepted. (\$30.00 handling fee)

CC # _____ Expiration # _____

Send this application to:

**Rocky Ridge Fishing Club
122 Rocky Ridge Lane
Ft. Collins, Colorado 80524
(970) 221-4868 wk
(970) 222-8252 cell**