YELLOWSTONE RECREATION ASSOCIATION LIABILITY WAIVER

In consideration of the membership of Yellowstone Recreation Association, (YRA) its directors, and all other persons or entities associated with this lake membership, I agree to the following release:

I understand and agree that any use of the Highland Lake No.2 is at my own risk and that I am responsible for all claims regarding damages, injury, losses, and/or death for myself my family and my guests while using the property. I further agree to hold harmless the Yellowstone Recreation Association, Inc. and Highland Ditch Company from all such claims and for any negligence on the part of the Yellowstone Recreation Association, Inc, and the Highland Ditch Company. I expressly waive any and all claims which I have or may have in the future arising out of any negligence on the part of Yellowstone Recreation Association, Inc Furthermore I am responsible for following all of the rules contained in the Club's Rules and Regulations, the receipt of which is hereby acknowledged and which is incorporated by reference herein, together with any alterations or amendments thereto in the future and am also responsible for any and all actions of my guest's or family while using the lake property

I understand and agree that because the Highland Lake No. 2 is an agricultural irrigation reservoir, the Highland Ditch Company may utilize any amount of water therein contained to the detriment of my use and enjoyment of the Lake, and I will receive no rebate or hold the Yellowstone Recreation Association, Inc., or the Highland Ditch Company liable for any loss of use.

I understand that this is a binding agreement with Yellowstone Recreation Association, Inc, and that no notice to me of such acceptance shall be required to create a binding agreement. Upon acceptance, this document, together with the Rules arid Regulations shall constitute the entire agreement between the parities. I have received no representations or warranties other than as herein set forth and that the terms herein set forth will, upon acceptance, be binding upon myself and my heirs, representatives, successors and assigns I understand and agree that this Agreement shall be non~transferable and non-assignable and shall be interpreted according to the laws of the State of Colorado.

As lawful consideration for being permitted by Yellowstone Recreation Association to participate in the use of this property and lake, the undersigned hereby releases YRA from any and all liability, claims, demands, actions or rights of action for any illness, injury, death or damage to myself and to my property. This release specifically includes but is not limited to negligent acts or omissions of YRA. I agree that the foregoing obligations shall be binding on me personally, as well as upon my heirs, assigns, and all members of my family including any minors or friends accompanying me.

Further, on behalf of myself, heirs, family, and assigns I promise and convenient not to sue, assert, or otherwise maintain any claim against YRA for and injury, death, or damage to myself or to my property arising from or in any way connected with my participation in any activity at Highland Reservoir.

IN SIGNING THIS DOCUMENT I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN ANY ACTIVITY AT HIGHLAND RESORVIOUR I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST YRA EVEN IF YRA IS NEGLIGENTLY CAUSES BODILY INJURY OR PROPERTY DAMAGE.

I understand that this writing is the entire, integrated agreement between myself and YRA, and that it can only be modified or changed by a writing signed by both parties. I expressly agree that this release is intended to be as broad and inclusive as the laws of the State of Colorado allow, and that any portion hereof is later found to be invalid or not enforceable, the balance of this release shall continue in full legal force and effect.
I HAVE CAREFULLY READ THIS RELEASE. I FULLY UNDERTSAND AND AGREE TO ITS CONTENTS AND SIGN OF MY OWN FREE WILL.

Print Name_____   Date_____

Signature _____