



# 4 Hour Bowfishing Trip RULES & REGULATIONS

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Welcome to Heritage Sporting Club (HSC). You are a guest at an exclusive member-focused community of sportsmen that have a passion for the outdoors. Our rules are designed to ensure everyone has a great, and safe, experience. Hunting has inherent risks and the safety of everyone on the property is our primary goal. Any behavior that endangers another member or guest will not be tolerated. Everyone is expected to conduct themselves as ethical sportsmen, follow the rules, limits, and respect the rights of fellow hunters as well as follow all state and Federal laws, and common safety procedures. It takes the effort of every member and guest to ensure that this club is a premier hunting club in Colorado. Please treat your neighbors like you want to be treated. Watch out for everyone's best interest. Report any violations or incidents to member services ASAP.

## GENERAL PROVISIONS

The following rules apply to all hunters in your party. We would appreciate everyone helping to police these rules through the HSC management (720-432-4302 ext. 2).

- INDEMNITY AND HOLD HARMLESS:** No person is allowed onto the property for any reason without a properly executed release of liability agreement. All hunters, booking full or half day hunts, shall acknowledge and agree in writing, by affixing their initials on all pages and signature on the last, signifying your Acceptance and Approval of these Rules & Regulations and the HOLD HARMLESS clause in this agreement. All signed pages must have an initial or signature as indicated either wet or e-signed by the hunter purchasing the ½ day bowfishing trip. All pages must be returned to management via mail, email or e-signature procedures before you are allowed to access the property. It is the hunter's responsibility to inform Heritage Sporting Club (HSC) staff of the correct email address to receive correspondence, notices and documentation. By signing below you accept, for themselves, family, guests, and invitees, ALL RESPONSIBILITY AND LIABILITY and agrees to hold Heritage Sporting Club LLC, its landowners, contractors, principals, and employees, absolutely held harmless from any and all actions and free from liability whatsoever assumed or implied of any form or type.
- EXCHANGE:** In exchange for \$400, up to 4 participants will be scheduled for a guided, 4-hour bowfishing trip (pm) on the property leased by HSC between May and September 2020. Trips may be booked at any time of the day but will generally be scheduled as follows. Morning Trip: 4 hours after sunrise, Afternoon Trip: 4 hours prior to sunset, Night Trip: 4 hours after sunset. Fee for the guided trip will be \$400 per outing no matter if there are 1 or 4 persons in the boat during the trip. Only 2 shooters will be allowed at any given time, so parties over 2 people will have to rotate shooters over the course of the trip.
  - All fees must be paid in advance. Failure to show for a hunt after fees have been collected entitles HSC to keep all money collected without refund or rescheduling. All fees paid are non-refundable.
- GUESTS:** This trip is open to up to 4 persons excluding the guide(s).
- FISHING LICENSE:** It is the responsibility of all hunters to obtain current and legal fishing licenses per Colorado Parks and Wildlife regulations (<http://cpw.state.co.us/>). All bowfishing participants are required to have a valid Colorado fishing license prior to the trip.
- PROPERTY ACCESS:** Clients must provide their own transportation to bowfishing location on Milton Reservoir. The property is secured with locked gates at all entrance points. Prior to, and after, your trip you will meet with a staff member to gain entrance to and exit from the property.
- UNACCEPTABLE VEHICLES:** This list includes but is not limited to Motorcycles, Motor Scooters, Dune Buggies, Go Karts or amphibious vehicles. None of these may be operated on the property at any time.
- OPERATION OF VEHICLES ON PROPERTY:**
  - VALID LICENSE AND INSURANCE:** You must have a valid license and insurance to operate any vehicle on the property.
  - ROAD ACCESS ONLY:** Vehicle MUST be operated on designated roads, motorized paths and parking areas at ALL times. At no time can any vehicle be operated off the designated roads or motorized paths. **There is absolutely NO off-roading on the property.**
  - RIGHT OF WAY:** FRICO and all oilfield service companies have right away at ALL times. No type of vehicle obstruction of roadways is allowed.

- d. **SPEED LIMIT:** Please use Caution and Safety while driving your vehicles around the Lake Property. The speed limit on all roads around the lakes is no more than 10 MPH, without exception. Lower limits may be posted and must be obeyed at all times. Heritage guests are to limit their speed to 20 MPH on the dirt county roads adjacent to the property to limit dust and respect the neighbors.
  - e. **PARKING:** Parking is permitted in designated areas only **NO VEHICLES CAN BE PARKED OUTSIDE THE HSC GATE OR ALONG THE PROPERTY LINE AT ANY POINT.**
8. **BOWFISHING POLICIES**
- a. **VIOLATIONS:** Violation of HSC rules and regulations may result in immediate removal from property without refund. Our rules and regulations are designed to maintain safety in the dangerous sport of hunting and to ensure a quality experience for all. It is your responsibility to know and follow all of the rules. Failure to follow the rules will result in fines or immediate termination without refund.
  - b. **AUTHORIZED BOWFISHING LOCATIONS:** Bowfishing locations will be determined by the HSC guides, but will be conducted solely on Milton Reservoir. Bowfishing trips are conducted with a guide/hunter ratio of up to 2:1. Participants must remain with their guide at all times during the trip and shoot only from designated shooting locations.
  - c. **BOWFISHING SAFETY:** Only approved bowfishing equipment will be allowed for use during bowfishing trips. Participants must **ONLY** shoot within the ranges designated by their guide.
  - d. **TRASH:** Please place any trash used during your trip in the approved receptacles or take it with you when you leave.
  - e. **IT'S BOWFISHING** HSC has an amazing piece of property and is doing everything in its power to optimize the bowfishing experience. However, we do not control animal behavior. While you are enjoying an optimized environment for a great trip, a successful trip is not guaranteed. You will be bowfishing for wild animals that are unpredictable by nature.
  - f. **BOWFISHING EQUIPMENT:** HSC will provide a boat and 2, professional-grade bowfishing setups for participants to use during their trip. Guests may use their own bowfishing equipment, but all bowfishing equipment must meet standards set by CPW.
  - g. **ACCESS/PARKING:** Always stay on established trails and roads. Parking is only allowed in designated parking locations located a minimum of 100 ft away from any oil and gas well, tank or facility. Do not drive on wet grounds. Vehicles need to stay on established roads and park in designated areas on the property. Never block a road.
  - h. **PROHIBITED DRUGS & ALCOHOL:** No drugs (including marijuana which is still federally illegal) are allowed on the property. No alcoholic beverages are allowed while bowfishing on the property. Anyone found drinking and then entering the boat to bowfish after consuming alcohol will be immediately and permanently removed from the property.
9. **GENERAL PROPERTY RULES:**
- a. **PRIVATE PROPERTY:** HSC property is private. Participants are expected to respect the land owner and their property.
  - b. **TARGET SPECIES:** Common Carp are the only species permitted to harvest during this bowfishing trip. There is no limit for Common Carp, therefore, participants may harvest as many as they would like during the course of the trip. However, because Common Carp are listed as a game species in Colorado, all fish harvested must be used according to CPW regulations. While guests are certainly permitted to keep any and all fish they catch, HSC will also properly utilize any fish that guests do not want upon request.
  - c. **PROPERTY ACCESS:** Access is only allowed for the duration of your purchased 4 hour trip..
10. **ENVIRONMENTAL:** This reservoir is the main source of irrigation water to support all the farmers in the area. As the Denver Metro grows, this reservoir may one day become the primary municipal drinking supply. It is vitally important that we be good stewards of this land to keep the land and water pristine and clean. We believe everyone will share this value with us so there will be no tolerance for anyone who does not.
- a. **DUMPING:** There is absolutely no dumping of trash or hazardous materials on site.
  - b. **DUMPING/SPILLS OF HAZARDOUS MATERIALS:** All trash must be put into the provided dumpsters. No dump of any trash is allowed. Intentional dumping of any hazardous material including fuel, oil, coolant and sewage on the property is strictly prohibited. It is imperative that you notify lake management as soon as possible so we can clean up the spill before it seeps into the soil. You will be held financially liable for all cleanup of intentional dumping or failure to report an accidental spill.
  - c. **SANITATION:** No refuse shall be thrown into or left on the shoreline of the lake.
11. **ALTERCATIONS:** In the event of an altercation of any kind, those who are involved are subject to expulsion without recourse or refund. Any issues need to be referred to HSC management.
12. **DISCLOSURES:** These rules and regulations may change as dictated by the landowner, county, state and federal governments.
- a. **UNTAMED LAND:** It is understood that the Premises consists of mostly undeveloped and untamed land. You also understand that the property's use involves inherently dangerous activities, and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, swamps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, bats, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and hunters assume all such risks as their own responsibility, without liability to or recourse against Heritage or Farmers Reservoir and Irrigation Company (FRICO).

- b. **WATER QUALITY:** It is understood that the source of water in Milton Reservoir is largely from the South Platte River which also feeds the surrounding lakes such as Barr Lake. The water has not been treated and water quality is dependent on its source. Poor water quality upstream will result in poor water quality in Milton Reservoir which may include but is not limited to algae, bacteria, high or low pH, or other substances that may be harmful to human or animal health. Heritage in no way warrants the water quality in Milton Reservoir, nor can control it. For more information about the water quality at Milton Reservoir and ways to improve it, go to <http://www.barr-milton.org>.
- c. HSC is bonded and possesses the minimum liability insurance required by law and all outfitting activities are regulated by the Department of Regulatory Agencies and the Director.
- d. HSC is bonded CNA Western Surety Bond Company and insured by Gordon Insurance Agency Inc. Proof of surety bond and liability insurance is available upon request.

**13. ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT OF RULES RELATED TO USE OF MILTON RESERVOIR PROPERTY (“FULL RELEASE”)**

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND HERITAGE SPORTING CLUB LLC. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. In consideration of being allowed to access and use, in any way, Milton Reservoir and the surrounding premises (collectively, the “Lake Property”), you acknowledge and agree as follows:

- a. **POTENTIAL RISKS.** USE OF THE LAKE PROPERTY INVOLVES RISKS. IT IS NOT POSSIBLE TO COMPILE A COMPLETE LISTING OF THE RISKS. HOWEVER, THEY INCLUDE THE POSSIBILITY THAT YOU MAY SUFFER SERIOUS, EVEN FATAL, INJURY OR ILLNESS. THE USE OF ALCOHOL MAY INCREASE YOUR RISKS. Known risks include:
  - i. Rocks, roots, vegetation, steep slopes, and unstable soils may create tripping and slip and fall hazards. High fast-moving water, deep water, uncertain bottoms, ice and mud.
  - ii. Weather is unpredictable and changes quickly. Lightning strikes, blizzards, heavy rain, drowning, hypothermia, hail, high winds, landslides, and wildfires are possible. Water may from time to time contain harmful bacteria or parasites.
  - iii. Equipment at the Lake Property may break, fail, or malfunction. Hazardous material hidden in all areas of boats, blinds, pits and club materials having faulty construction. There are no lifeguards at the Lake Property. There are no rescue vehicles or medical facilities at or near the Lake Property. There are no trained security personnel at the Lake Property.
  - iv. The risk of injury from ammunition and being shot from other guns. The risk of handling firearms and or being near others that have firearms in their possession. The risk of hearing damage from noise or firearm discharge. The risk of being shot by a bow and arrow.
  - v. Walking in rugged country, including encounters with wildlife, animals, insects, venomous snakes and poisonous plants.
  - vi. Physical stress.
  - vii. Unclear property boundaries and it is the hunter’s responsibility not to trespass.
- b. YOU ASSUME ALL RISKS. YOU VOLUNTARILY, KNOWINGLY, AND FREELY ASSUME, AND TAKE FULL RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, RELATED TO YOUR ACCESS TO AND USE OF THE LAKE PROPERTY. SUCH RISKS INCLUDE THE POSSIBILITY THAT HERITAGE SPORTING CLUB MAY BE NEGLIGENT, RESULTING IN INJURY TO YOU OR YOUR PROPERTY.
- c. YOU RELEASE ALL CLAIMS AGAINST THE LAKE OWNER AND OPERATOR. YOU, for yourself and your heirs, assigns, personal representatives, and next of kin, RELEASE, INDEMNIFY, AND HOLD HARMLESS the Lake Owner and Operator from any and all causes of action (including but not limited to negligence), claims, demands, losses, expenses (including attorneys’ fees and costs) and liability arising out of or related to any INJURY, DISABILITY, or DEATH that you may suffer, or loss of or damage to property (including theft by third parties), arising directly or indirectly from your access to or use of the Lake Property.
- d. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY GUEST WHO IS YOUNGER THAN 18 (“CHILD”), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD AND YOUR CHILD’S HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN IN THE SAME WAY AND TO THE SAME EXTENT AS YOU DID FOR YOURSELF IN SECTIONS 13a AND 13b.
- e. IF YOU CAUSE DAMAGE TO THE LAKE PROPERTY, YOU AGREE TO PAY FOR ITS REPAIR. If you (or, if you are a parent or legal guardian, your child) cause damage to the Lake Property (including equipment, natural features such as habitat, trees and water or fish), you agree that you will pay all costs and expenses associated with its repair or replacement (“Repair Costs”), including the costs of collection of the Repair Costs, which may include court costs and attorneys’ fees.
- f. THIS FULL RELEASE IS INTENDED TO PROTECT THE LAKE OWNER AND OPERATOR FROM LIABILITY FOR INJURIES TO YOU, YOUR CHILDREN, AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY COLORADO LAW.

- g.** YOU ARE RESPONSIBLE. You are responsible for knowing and following all Heritage's rules and regulations. Access and use will be limited by club rules and procedures and can be revoked for non-compliance. All members, day visitors and guests will obey state and federal hunting laws while on club properties. Everyone is responsible for their transportation, firearms/ammunitions, and handling/processing of game.
- h.** PHOTO & VIDEO RELEASE. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration to Heritage Sporting Club and any of its related companies. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in social media and advertising within an unrestricted geographic area. By signing this release, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public setting. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.
- i.** The undersigned has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.