

CFRC Training Lease Membership Rules Left Hand Lake

Access times:

1. May 1 to mid-October (tentative expect closure in Oct. so not to interfere with hunting)
2. Sunrise to Sunset with paid membership and days specified by your membership level.
3. No simulated bird shooting (pistols and all firearms) on Sunday's, from Sunrise to 9 a.m.

General Rules: (Followed by all persons granted access through CFRC Membership)

1. Pick up after your dog and any trash you may find. Keep property clean!!!
2. Keep gate closed and lock upon exiting. Do not invite or allow non-members on site except as defined in the guest policy.
3. Be aware of our neighbors; do not impose on them with excessive noise or abusive behavior. One neighbor is a Deputy Sheriff and probably works nights. The other is with the Humane Society, so no harsh use of electric collars or hitting, striking or whipping dogs and the neighbor to the west has horses, be aware, do not startle them.
4. Stay off dam with vehicles.
5. Access to Members ONLY and (1) guest, (1) time and ALL GUEST MUST SIGN WAIVER **PRIOR TO ACCESSING THE PROPERTY.**
6. Access will be granted upon membership payment, rule and property waiver sign off. A combination to the lock will be provided and may be changed from time to time and will be communicated to the group.
7. Guests using the site more than (1) time will be required to purchase a CFRC membership for any additional access. Guests for CFRC Family Members will NOT include immediate household member's family (spouse, child).
8. If you are in the process of training and other members arrive, you **MUST** complete your work **IMMEDIATELY** (within 30 minutes) or offer other Members access to your set up. Or, if other Members want to set up differently, the member on site first **MUST** be willing to run the new setup with newly arriving members. This is a majority vote rule based on the number of Members on site at one time and their decision. Handle this like a pick up basketball game, finish what you are doing, offer access to the site, and cooperate. Members hoarding the site will be asked to cooperate or leave the group.
9. Only one set (test) up will be ran at one time so all members must run the same set up. Adjustments can be made to the line for less experienced dogs. The only exception is when all on site are puppy training.
10. CFRC Training Days are scheduled for one day a month and certain holidays. Exclusive use of the property will be offered to Club organized events and members will be allowed to participate in these events. You can use the property after the club has left the site if time allows. This will be the 1st Sunday of each month and defined holidays.
11. No more than 20 dogs running on the property at a time. To avoid conflict, use the Yahoo Group calendar to communicate your intentions, scheduling on Yahoo does not give you exclusive use of the property but advises other members that more than one user will be on the property at a certain day and time.
12. Parking is available on the southeast side by the entry inside the fence. **DO NOT** park on the county road outside of the gate and the access road to the east of the property. Do not drive or park on dam or peninsulas, you will be responsible for damage to the grounds.
13. **Members are responsible for guest and immediate family member completing a liability waiver form and submitting it PRIOR TO ACCESSING the property. ALL USERS OF THE SITE MUST SIGN A WAIVER UNLESS UNDER 18. ANYONE UNDER 18 MUST BE WITH AN IMMEDIATE FAMILY MEMBER WHO HAS SIGNED THE WAIVER. Allowing a person that is not a Member on the site contrarily to rule #5 and WITHOUT A WAIVER, your membership access to the lake will be canceled and without refund.**
14. **BEWARE; this is an irrigation supply lake and levels may change from time to time. I can envision times when it will be too low for canine swimming; there are no guarantees of 100% swimmable waters. This occurred over 6 weeks in 2008, and none in 2009 because of weather.**
15. Do not remove any water as it is personal property and is owned by the contracted agriculture business.
16. Reporting misuse of the property, use on wrong day than membership type allows, violation of ground rules, conflict with others and issues with neighbors, please document the situation, names of witnesses time and place, license number etc... and report it to the board with in 48 hours of the occurrence. The board will use our policies to follow up and investigate the matter.

I agree to abide by these rules and agree any continued disregard of these rules can cause my membership to be CANCELED WITHOUT REFUND.

As part of this membership agreement, you will be asked to work a minimum of 1 day or combined hours totaling 8 hours at a CFRC sponsored Hunt Tests.

Signed: _____ Date: _____

Print Name: _____ Vehicle Make/Mod/Year _____

Email address: _____ (be clear) Vehicle License #_CO_____

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

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 Member 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) dated _____, 20____.

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 senderos, 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____.

Signature

Printed Name

Address