**Two Bridges Lodge Flyfishing**

**Waiver, Release, and Indemnity (the “Waiver”)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant”) desires to participate in flyfishing related activities (“Flyfishing”) at Two Bridges Lodge and adjoining properties owned by its affiliates in Bailey, Colorado (the “Property”). Participant understands that Flyfishing at the Property may involve risks of injury, damage and/or death due to the nature of the Property and the activities voluntarily undertaken by Participant. Participant executes this Waiver in exchange for being granted permission to enter the Property for Flyfishing and related activities. If Participant is a minor, a Parent or Legal Guardian must also execute this Waiver and accompany Participant at all times while on the Property.

Participant acknowledges and represents the following:

1. Participation in Flyfishing involves inherent risks, including risk of physical injury, pain, suffering, illness, disfigurement, paralysis, and/or death.
2. The Property is in a primarily wild and natural state and involves risks associated with: the river, including without limitation entry to and wading in the river and fishing within and adjacent to the river; the land, including without limitation traversing paths, trails, rocks, trees, plants, holes, obstacles, and other natural features; wild animals and insects; the use of vehicles, hooks, lines, flies, rods, reels, boots, waders, and other implements, tools, supplies and equipment associated with Flyfishing; weather, including the potential for lightning, hail, rain, snow, heat, cold, sun, floods (including those which may be associated with releases of water to the river by Denver Water); altitude and the effects thereof; and other adverse or typical physical conditions on a property of this nature.
3. If Participant elects to enter the river to wade it is done at Participant’s own assessment of risk. Wading is allowed, but Participant will undertake reasonable diligence and care to avoid deep, fast, or dangerous water—or any water condition which exceeds Participant’s experience and capacity. Wading will only be undertaken when another person is within visual and voice range. Participant will not attempt to wade across the river at any location under any water condition.
4. Participant has the requisite physical, emotional, and mental capacity and experience to undertake Flyfishing at the Property, accepts full responsibility for Participant’s own actions while on the Property, and hereby assumes and accepts the risks associated with Flyfishing at the Property.
5. Participant may bring vehicles, equipment, gear, and other items of personal property onto the Property as part of its activities at its own risk. The Released Parties (defined below) shall have no liability for loss of, or damage to, Participant’s personal property brought onto the Property, including without limitation any damages caused by other guests, by force majeure or other acts of God or nature, or by Participant.

Participant hereby releases and indemnifies the Released Parties identified below from any and all claims, actions, lawsuits, damages, and judgments, including attorney’s fees, which may arise out of or relating to Participant’s participation in Flyfishing or any other activities on the Property. Participant further agrees to accept financial and legal responsibility for any property damage, injury to persons or property, or other potential liabilities which may be incurred by the Released Parties or other guests due to Participant’s presence and actions while on the Property.

*The Released Parties include: Two Bridges Lodge, LLC, a Colorado limited liability company; TBJP 52, LLC, a Colorado limited liability company; Salzamar Properties, LLC, a Colorado limited liability company, John Bezzant, Sheri Bezzant, and any of their respective affiliates, officers, employees, contractors, representatives, partners, agents, successors, or family members.*

This Waiver shall be binding upon the Participant and his/her respective heirs, administrators, personal representatives, executors, successors and assigns. Participant or Participant’s parent or legal guardian has the authority to release these claims and to execute this Waiver. The provisions of this Waiver are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

I have carefully read and fully understand all the provisions of this Waiver and am freely, knowingly and voluntarily entering into this Waiver. I also acknowledge that I have reviewed and agree to keep the Two Bridges Lodge Property Rules for flyfishing.

Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Parent/Guardian Name (if Participant is under age 18):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Initial this box if Participant consents to the use of photographic images of Participant taken by self, guide, Two Bridges Lodge, or others to be used on Two Bridges Lodge or affiliate websites.