



**2019 AGREEMENT (Member)
FOR RELEASE AND WAIVER OF LIABILITY
BOAT AND RELATED BOATING ITEMS USAGE**

**WARNING: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.
CONSULT AN ATTORNEY BEFORE SIGNING.
(Member Enters Name and Address Here)**

I, _____, of _____
(Print full name)

(Print address, City, State and ZIP Code)

Phone No. _____ Member I.D. No. _____,

the undersigned, with full understanding of the content and meaning of the terms of this Agreement, have read, understand and agree to the on-line SHFC by-laws regarding qualification for membership listed on the SHFC Web Site; <http://www.skylinehfc.org> and do hereby voluntarily and knowingly agree:

(1) I am a member of the Skyline Hunting & Fishing Club, Inc., a Colorado non-profit corporation (hereafter "SHFC"). I desire to engage in recreational boating activities involving SHFC owned fishing boats and/or canoes. This may involve either: (i) checking out a fishing boat and/or canoe located on facilities operated by SHFC and located on the Waterton Facility of Lockheed Martin Corporation, Space Systems Company, Littleton, Colorado and hauling the boat by trailer to lakes in the region, or hauling the canoe by car or truck to lakes in the region; and/or (ii) checking out a fishing boat at the SHFC rented boat slip at the nearby Chatfield Lake located at Chatfield State Park for use on Chatfield Lake. I further desire to use SHFC owned personal property for such boats, to include motors for the fishing boats, life jackets for the fishing boats and canoes, fishing and ice fishing gear, to include shelters and portable propane heaters, and fishing accessories for such boats (e.g., fish finders, downriggers, rod holders, trolling motors and/or for the canoes, cat-top carry kit including straps and foam to hauling the canoe by car or truck), the foregoing all collectively referred to as "Related Boating Items."

(2) I further represent, promise and agree that:

(a) It is my responsibility to consult with a physician prior to and regarding my participation in recreational boating activities provided by the SHFC to ascertain whether I may safely participate in such activities;

(b) I have no physical, medical, psychological, or other condition that would prevent my safe participation in boating activities and using the Related Boating Items provided by the SHFC;

(c) I do not and will not use any legal or illegal drugs or substances, or medication (prescription or non-prescription) that adversely affects my coordination, perception, mental acuity, or the like while engaging in recreational boating activities and using the Related Boating Items provided by the SHFC;

(d) I will not use any alcoholic beverages while engaging in recreational boating activities and using the Related Boating Items provided by the SHFC, and I am not currently under the influence of any alcoholic beverages; and

(e) I will wear a life jacket at all times during use of the fishing boat or canoe and will require all persons on the boat or canoe to wear a life jacket at all times.

(3) I have read, understand and agree to the above paragraphs and the "Additional Waiver of Liability Statements" listed within the SHFC Web Site <http://www.skylinehfc.org> and set forth at page 2 below.

Print Full Name (Member): _____ **Date:** _____

Signature (Member): _____



Skyline Hunting & Fishing Club
2019 Member Release of Liability & Waiver of Liability
BOAT AND RELATED BOATING ITEMS USAGE
(Additional Waiver of Liability Statements)

(1) Furthermore, I understand that there are inherent risks and dangers involved in recreational boating and canoeing activities, and that it is not feasible to list all of these risks. Among potential risks, I understand that there is a risk of death, including death by drowning, personal injury and loss of or damage to property from being an operator of or a passenger on an SHFC boat or canoe, and from using Related Boating Items. I might suffer any of these impacts and injuries or death as a result of participating in recreational boating and canoeing activities provided by the SHFC.

(2) In consideration of being permitted to participate in recreational boating and canoeing activities and using Related Boating Items, **I expressly assume all risks of any kind or nature involved in my participation in recreational boating activities, either active or passive as an operator of or passenger on a SHFC boat or canoe, and in using Related Boating Items, to the fullest extent permitted by law.**

(3) **I waive and release any and all claims that I have or may have now or at any time in the future, against Lockheed Martin Corporation, United Launch Alliance, LLC, SHFC, their agents, officers, employees, directors, contractors, instructors, agents, volunteers or representatives, and their affiliates, successors or assigns (collectively “the Releases”), from any and all claims, injuries, death, loss of property, or damages of every kind and character, that I may sustain as a result of participating in recreational boating activities, including the use of Related Boating Items, provided by the SHFC. Also, I covenant and promise not to sue these Releases, and will indemnify and hold them harmless from any such claims. I understand that potential risks, damages, injury or death may arise from alleged negligence, carelessness or recklessness, breach of warranty, strict liability in tort, premises liability, potentially dangerous or defective equipment or property owned, maintained, used or controlled by SHFC its members, family members and guests, and by Lockheed Martin Corporation, its subsidiaries, affiliates, successors and assigns or by invitees and others. I agree to assume all risks associated with these causes of action, and waive and release any and all claims based upon such causes of action.**

(4) I hereby consent to receive emergency medical treatment that may be deemed necessary or advisable in event of injury, accident and/or illness arising from of participating in recreational boating activities, including the use of Related Boating Items, provided by the SHFC.

(5) I hereby agree to promptly report any accident or mishap involving a SHFC boat or canoe, or Related Boating Items, whether or not involving personal injuries, that is observed by or known to me occurring from usage of the SHFC boat or canoe, or Related Boating Items, to a SHFC Officer or member of the Board of Directors. I consent to fully cooperate with any SHFC or Lockheed Martin Corporation investigations in the event of any matters, issues, concerns, events, incidents, health & safety violations, etc., that may occur from usage of the SHFC boat or canoe, or Related Boating Items.

(6) I have read and fully understand this Agreement.

(7) This Agreement shall remain in full force and effect indefinitely, with no expiration for time or other reasons. Each clause, paragraph and subparagraph of this Agreement is severable, and if one or more of them are declared invalid, the remaining provisions of this Agreement will remain in full force and effect. The law of the State of Colorado governs this Agreement, and venue is proper in Jefferson County, Colorado for any dispute under this Agreement.