



2010
ROCKY RIDGE WATER SKI CLUB RULES AND BYLAWS

122 Rocky Ridge Lane
Ft. Collins, Colorado
(970) 221-4868
(970) 222-8252

www.coloradopros.com

Full Membership dues are \$3500.00 for the season.

Weekday membership dues are \$1750.00 for the season

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 by and between Rocky Ridge Sporting and Conservation Club, Inc. and (Lessor) Listed as follows

I am interested in a _____ membership. Enclosed please find a check for my dues for the current season in the amount of \$_____.

Or, please process my membership dues using my Visa or Master Card number given below (add \$100.00 for handling) _____ expires _____

(Primary Member) Name _____

address _____ City _____ zip _____

Home Phone _____ Wk _____ cell _____

Email address _____

1.00 General

- 1.01 Rocky Ridge Sporting and Conservation Club, Inc. hereby lets and leases unto the member the surface rights in and to that body of water located in Larimer County Range 69 Township 8 Section 11 west of Larimer County Road 15 and south of Larimer County Road 60 (also known as Rocky Ridge Lake Reservoir #1), and land immediately north west of the Lake as necessary for members accessing the lake and for use in the operation of boat demonstrations (the Lake and such land being hereafter referred to as the "Leased Premises"), all subject to the terms and conditions hereinafter set forth.
- 1.02 Use of Premises. Member shall use the Leased Premises only for the following purposes:
 - A. Boating rights as is necessary for on the water skiing and/or water surface recreation and associated use of the shoreline of the lake on the North side thereof.
- 1.03 Membership fees are non-refundable and season membership may be terminated, revoked or suspended by the management at any time for failure to comply fully with any of the following rules.
- 1.04 Member or guests shall not commit or suffer any waste on the Leased Premises nor shall members permit any nuisance to be maintained on the Leased Premises or permit any disorderly conduct or other activity having a tendency to annoy or disturb or threaten the safety of any occupants of adjacent or adjoining property or other members. Members must immediately notify management when a disturbance occurs by calling (970) 222-8252.
- 1.05 Prior to the use of the lake and upon application, members shall provide proof of and maintain full liability insurance coverage, specifically including boat and motor use, of not less than \$300,000.00 for the duration of the membership, naming Rocky Ridge Sporting and Conservation Club Inc., Water Supply and Storage Co. and Diamond Peak LLP., as additional insured.
- 1.06 Indemnification. Member agrees to and shall indemnify and hold Rocky Ridge Sporting and Conservation Club Inc. Water Supply and Storage Co. and Diamond Peak Ranch LLP, harmless from and against any and all claims, losses, expenses, costs, judgments and/or demands, including but not limited to court costs and attorney's fees, suffered or incurred, arising out of the operations, activities or usage by the member and his/her guests,

customers or invitees of the Leased Premises or on account of any operations or action by member or from and against any and all claims arising from breach or default on the part of the member or from any act of negligence of the member, his agents, contractors, servants, employees, licensees, guests, or invitees, or from any acts injury or death of any persons or damage to any property in or about the Leased Premises.

- 1.07 Water Quality. Rocky Ridge Sporting and Conservation Club, Inc. shall have the right to terminate the Lease if any water quality rules or regulations applicable to the Leased Premises make it impractical for Rocky Ridge Sporting and Conservation Club, Inc. to continue to lease such Leased Premises. If there is any cancellation for such reason, there shall be a fair and equitable refund for any portion of the lake use, which is lost by virtue of such termination providing a refund, is given by the lake owner(s).
- 1.08 Water Storage. Rocky Ridge Sporting and Conservation Club, Inc. shall not be responsible or liable to the members, guests, or invites, for any acts or omissions of Rocky Ridge Sporting and Conservation Club, Inc. operations, including the use and maintenance of the Lake. Rocky Ridge Sporting and Conservation Club, Inc. has no obligation to store any water in the Lake or to retain any water that may be stored therein. Rocky Ridge Sporting and Conservation Club, Inc. is not obligated to perform any act, or make any improvements to the Lake to facilitate the use of it by the members. Members, guests or invites assume the risk of any condition now or hereafter existing in or about the Leased Premises. Furthermore, Rocky Ridge Sporting and Conservation Club, Inc. is not responsible to the member or his/her guests, or invites for the quality or quantity of water in the Lake, and is not liable for any damages which may be claimed as a result thereof.

- 1.09 Vehicles are allowed only on-designated roads and parking areas.

2.00 Safety

- 2.01 Weapons, including but not limited to guns, pistols, bows, rifles, crossbows, slingshots, wrist-rockets, fireworks, and explosives are not permitted on the Leased Premises at any time unless otherwise agreed upon with the Club Owner in writing.
- 2.02 Operating a boat or any other activity on the Leased Premises while intoxicated or under the influence of any drug that renders the operator

incapable of safely operating a boat or other motor vehicle, as determined by the laws of operating a motor vehicle under the influence of any controlling substance, in the state of Colorado, will result in the immediate and automatic forfeiture of the member's lake rights.

- 2.03 Glass containers are prohibited and not allowed on the Leased Premises.
- 2.04 Pets are only allowed under certain conditions. Please discuss conditions with club owner if interested. All pets must remain on leash or in boat or vehicle at all times. Guests are not allowed to bring pets. Only one pet per membership will be allowed on the premises at any time and the pet name, breed and species must be named on the membership application.
- 2.05 Children under the age of 21 are to remain under adult supervision at all times. Any immediate family over the age of 21 is considered guests. The names and ages of all family members must be listed on the membership application.
- 2.06 Refueling operations must be done on shore whenever possible (before launch).
- 2.07 All, on the water fueling shall be done in the designated fueling area.
- 2.08 No smoking allowed in any refueling area during fueling operations.
- 2.09 All refueling operations shall be performed with the ignition and bilge blower off.
- 2.10 Bilge blowers must be operated for a minimum of 5 minutes after any fueling before engine can be started.
- 2.11 Any time anyone enters the water or boards a boat from the water, the boat's ignition shall be off.
- 2.12 A site inspection must be made before each ski session, looking for water hazards and course damage. Any course damage should be reported to the management as soon as possible.
- 2.13 All members should acquaint themselves with procedures for water rescue and the handling of injured or unconscious victims in the water.
- 2.14 No fishing or swimming shall be allowed under this membership. No life Guards are on duty.
- 2.15 No diving shall be allowed at any time. (Underwater hazards may be present)
- 2.16 Boat operators shall take due precautions during periods of restricted visibility or adverse weather conditions.
- 2.17 During retrieval of a downed skier the boat shall encircle the skier in such a manner as to keep him/her in view of the driver of the boat at all times.

- 2.18 Rope swings of any kind are not permitted on the property at any time and may not be constructed by any user of the property. Members shall not allow the construction or use of rope swings (usually seen hanging from overhanging tree branches) or platforms such as would be used to dive or swing from or into the Reservoir.
- 2.19 Members and those whom it permits to use the Property shall not cause any pollution or contamination (including the introduction of Zebra or Quagga Mussels or any other live or non-native organisms) to the Property or the surrounding area. Members shall take reasonable precautions against the introduction and spreading of aquatic nuisance species of plants, animals and other organisms, and shall apply all rules requiring effective boat hygiene (drain, clean and dry polices).

3.00 Equipment Requirements

- 3.01 All skiers and water users shall wear a properly fitting Personal Floatation Device of non-inflatable design and PFD must float the skier.
- 3.02 All gasoline-powered boats must have a US Coast Guard approved fire extinguisher rated 5-B: C or better.
- 3.03 Jet Skis, Motor Cycles, and Powerboats with over the transom type exhaust systems are prohibited.
- 3.04 One Coast Guard approved Type I II or III PFD for each person on board the boat (including skier).
- 3.05 One Coast Guard approved Type IV buoyant cushion or ring life buoy on board.
- 3.06 Any boat, must not during operation, emit a sound level in excess of 86 decibels on the "A" weighted scale when measured from a distance of 50 feet or more from the boat. Any boat may be required to pass this sound test if warranted before being allowed on the lake.
- 3.07 Carburetors on all inboard engines shall be equipped with a properly maintained (clean) Coast Guard approved backfire flame arrestor.
- 3.08 On site cellular phones are required and must be listed on this application, for all lake members.

4.00 Water Ski Club Membership

- 4.01 Primary Memberships will be limited to the immediate family

- (Husband, wife, children under 21 years of age) per each membership and member and immediate family must be named on the membership application.
- 4.02 Membership privileges are valid only for the boating season in the year in which the membership is issued.
 - 4.03 Under this full membership Privilege the lake will be open for the boating season defined as open on April 1st and closes September 25th, (or on the first day of waterfowl season which ever comes first), 7 days a week , Monday through Sunday 6:00am to sunset includes all nationally recognized holidays.
 - 4.04 Under this Week Day membership Privilege, the lake will be open for the boating season defined as Open on April 1st and is closed on September 25th (or on the first day of Waterfowl season which ever comes first), Monday through Thursday 6:00am to sunset and Friday 8:00 am to 12:00 noon and excludes all nationally recognized holidays.
 - 4.05 All personal property must be removed from the Leased Premises during the off-season as defined above. Any personal property remaining on property after the season end will be subject to a \$20.00 per day storage fee.
 - 4.06 Members are to have one boat on the property per membership.
 - 4.07 Water Ski Club members are restricted to the slalom course ski area on the Northwest section of the Lake. (See map)
 - 4.08 Water skiing will be limited to the hours of 6:00 AM to sunset.
 - 4.09 Memberships are non transferable or refundable.
 - 4.10 Primary members, (over the age of 18 years of age) must accompany any guests/ non members.
 - 4.11 All children under the age of 16 must be accompanied by an adult at all times

5.00 Slalom course/ ski area Usage

- 5.01 At no time will more than one boat be permitted to operate in the water ski area without written permission from management.
- 5.02 Each boat shall work on a rotation basis. The rotation shall limit the use of the ski area to a maximum 20-minute increment per membership when others are waiting regardless of time of day. This applies unless separately agreed to in writing by management
- 5.03 Every member is responsible for replacing buoys as needed and/or informing club manager about any concerns or needed ski course repairs.

6.00 Sanitation

- 6.01 A Dumpster and a "Port-O-Let" are provided and will be maintained for use for members.
- 6.02 Every member is responsible for policing the area and maintaining the area as they use it.
- 6.03 All trash is to be collected and disposed of at the end of each lake visit.
- 6.04 The Dumpster is not to be used for household trash disposal or decomposable items.
- 6.05 No glass containers are allowed on the premises.
- 6.06 Cigarette butts and other trash are to be discarded into the dumpster.

7.00 Guests

- 7.01 Member may bring guests limited to 3 guests per each membership and no more than 4 total individuals per onsite visit without management approval.
- 7.02 Primary Member's immediate family over the age of 21 are considered guests.
- 7.03 Guests are the sole responsibility of the member and will not be permitted on the property unless accompanied by a member over the age of 18.
- 7.04 Guests are not permitted to bring pets.
- 7.05 Primary Members are responsible for their guests.
- 7.06 Primary Member must accompany any guests
- 7.07 Primary Member must accompany any guests while on the water.
- 7.08 No more than two total vehicles on site per membership
- 7.09 Members may be subject to a **guest fee** for "guest additional vehicles" and/or "guest overnight stays". "Additional vehicles" and "guest over night stays" concerns must be discussed with and settled with management prior to their additional vehicle or overnight stay.

8.0 Security

- 8.01 There will be a locked entrance gate providing access to the water ski area.
- 8.02 The gate must be kept locked for members security, and not left unlocked unattended. (Combination must be changed in order to lock shackle). Rocky Ridge Sporting and Conservation Club Inc. is not responsible for lost or stolen items.

- 8.03 Gate combination is not to be given out to non-members.
- 8.04 It is the responsibility of a member or guest to call management when concerned with rules being visibly broken by others. (970) 222-8252
- 8.05 *****Members must sign in prior to entering the reservoir. *****

9.00 Camping and Picnics

- 9.01 No Campfires will be allowed at any time, except in the management approved fir pit. All fires including “tiki torches” or insect candles must be fully extinguished fully prior to leaving the fireside or camp area.
- 9.02 No open fires including “tiki torches” will be permitted during a Colorado State or Larimer county wide fire ban or when Rocky Ridge management designates a fire ban.
- 9.03 Area around campers must be kept mowed organized and clean of trash or other fire hazards.
- 9.04 No more than one camper and one boat, per membership, may be onsite at any time.
- 9.05 Firewood gathering, cutting tree branches or other vegetation is prohibited on the Leased Premises.
- 9.06 Only gas/propane grills are permitted.
- 9.07 No more than one camper, two vehicles and one boat, per membership, may be onsite at any time.
- 9.08 All camping site locations will be designated by Management.

10.0 Special Events

- 10.01 Special events shall be limited to water ski competitions with other local ski clubs.
- 10.02 Special events must be approved and scheduled with the club manager/Owner
- 10.03 Special events will be limited in duration to one day (no overnight events allowed).
- 10.04 Special events will be limited to a maximum of 80 people.

10.05 A Safety Director shall be appointed for all special events that shall be responsible for implementing safety standards and procedures as defined in the AWSA Official Tournament Safety Manual (OTSM).

10.06 Rocky Ridge Sporting and Conservation Club Inc. Reserves the right to host certain private events throughout the season and at any time. The members may be invited to participate in any private functions at the discretion of Rocky Ridge Water Ski Club management.

11.00 Binding Effect

11.01 This Lease Agreement shall be binding upon the undersigned and their respective heirs, personal representative, successors and assigns as well as all guests and invites of the member and any other person on the Leased Premises. No additions to the Leased Premises are permitted without written consent of Rocky Ridge Sporting and Conservation Club, Inc.

I have read all the aforementioned Rocky Ridge Water Ski Club, Rules and Bylaws in their entirety and understand them completely. I also understand that violation of any club rules may result in monetary fines, revocation, suspension, forfeiture or non -renewal of my boating and land use rights without refund, by the management. I understand that this application may be rejected if, it is not complete, accompanied by, full payment, signed release waivers, and liability boat insurance for the current season, for this members boat, as required within. Management may adjust club rules as deemed necessary. \$100.00 handling fee for rejected applications.

_____ (PRIMARY) Member Signature

Date _____ email address _____

_____ City _____ State _____ Zip _____

Phone
Home _____ Wk _____ Cell _____

All family members (Please List)

- | | |
|----|-----|
| 1. | age |
| 2. | age |
| 3. | age |
| 4. | age |

Pet name _____ Breed _____ Species _____

Please copy and complete this page and the first page and return with the signed release form, payment, and proof of insurance to:

**Rocky Ridge Water Ski Club
122 Rocky Ridge Lane
Ft. Collins, CO. 80524
Phone (970) 221-4868
Cell (970) 222-8252**