



LICENSE AGREEMENT

Permission is hereby granted by the Town of Fraser and Grand County Water and Sanitation District #1 (District)(hereinafter referred to as " Town" and "District," respectively) to Grand County Fishing Company/Winter Park Flyfisher (hereinafter referred to as "Licensee") for "commercial recreational" use of its public lands in connection with guided wade fishing trips along and within the Fraser River lands owned by the Town, located south of CR 804 and north of Rendezvous Road and commonly known as Cozens Ranch Open Space, and conducting fly casting classes and lessons on the Fraser Ponds 1 and 2 owned District (hereinafter referred to as "Subject Lands").

This license is subject to all provisions of the commercial operational guidelines contained herein, the State of Colorado outfitter licensing requirements, and is limited to use of the Subject Lands for the purpose of conducting guided fishing trips and fly-casting classes and lessons only.

A copy of this license shall be carried by guides, employees, and representatives of the Licensee while operating activities on the subject lands.

This license has been granted pursuant to the following stipulations:

1. The Licensee shall operate as a licensed and bonded Active Outfitter under the permit number as issued by the State of Colorado, Department of Regulatory Agencies. All guides employed by the Licensee will adhere to all pertinent regulations of the State of Colorado and all will maintain First Aid and CPR training certificates. Additionally, all will be equipped with appropriate first aid equipment during the conduct of all commercial operations.
2. The Licensee' operations shall be limited to guided fishing trips and fly-casting classes and lessons only (Activities).
 - a. Guided fishing trips shall include no more than one guide and two clients and are limited to 20 user days per year. A user day is defined as one client a day. Two clients on a single day constitute 2 used days.
 - b. Fly-casting lessons shall have a maximum class size of eight (8) participants and may occur on Fraser Ponds 1 or 2. Lessons shall not exceed two hours.
 - c. Hours of operation for guided trips and fly-casting lessons are between 8:00 AM to 6:00 PM.
 - d. No Activities are permitted on any federally recognized holiday or during any special events on the Subject Lands.
3. The Licensee shall maintain daily logs and reports of Activities. Reports shall be submitted to the Town monthly. Reports shall include the following information:

- a. Section of river fished and number in party.
 - b. Water temperature and clarity.
 - c. Observance of angling pressure (light, medium, heavy).
 - d. Fish count by species (Rainbow, Brown, Cutthroat, etc.).
 - e. Water level as reported by the United States Geological Survey.
4. The Licensee's operations will be conducted in an "environmentally friendly" manner and shall be limited to catch and release fishing employing barbless hooks only. Any changes in the aquatic habitat (i.e., moving or placing of any structure) and trimming of any vegetation or other physical changes to the Subject Lands are strictly prohibited. No Activities shall occur on the Subject Lands when water temperatures exceed 65 degrees Fahrenheit.
 5. This license does not provide the Licensee with any authority to enforce any local, state, or federal laws or regulations, nor does it exempt the Licensee from any such laws or regulations. The Licensee is encouraged to report any violations to State Wildlife Officers or local law enforcement officers but shall not initiate or undertake any enforcement contact or actions.
 6. The Licensee shall maintain a current business license with the Town and shall maintain a current outfitter license with the State.
 7. This license does not provide any special parking or access privileges on the Subject Lands, and the Licensee does not have priority over any special events conducted on or any other public use of the Subject Lands.

The Licensee agrees to assume all responsibility for any risks associated with the use or condition of the Subject Lands or the Town/District owned facilities on it, and the Activities conducted pursuant to this License. The Licensee hereby forever releases and discharges the Town and District and all of their agents and employees from any and all liabilities, claims, demands, or causes of action that the Licensee may hereinafter have for injuries or damages arising out of the use or condition of the Subject Lands or the Town/ District owned facilities on it.

The Licensee further agrees to obtain a similar in writing from any and all other clients engaged in the Activities, including employees and guests of the Licensee, such release is attached hereto and incorporated herein by this reference. Such form of release bearing the original signature of each participant in the Activities shall be obtained before commencement of the Activities and shall be delivered to the Town along with a monthly report of the month in which the Activities occur.

The Licensee further agrees to indemnify and hold the Town and District harmless from and against all damages, losses, claims, judgments, costs and expenses, including attorney's fees, suffered or incurred by the Town and/ or District in connection with or as a result of the use or condition of the Subject Lands, the Town or District owned facilities on it, or the Activities permitted hereby, including but not limited to any claims by third parties who may use the Subject Lands or the Town or District owned facilities on it.

Prior to commencement of any Activities pursuant to this License, the Licensee shall provide the Town with a current certificate of liability insurance and endorsement naming the Town and District as an additional insured, which provides coverage for the risks specified in the preceding paragraph in the

following minimum amounts: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

Nothing contained herein shall be deemed a waiver by the Town or District of the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24- 10- 101, et. seq., Colorado Revised Statutes, as the same may from time to time be amended, or otherwise available to the Town, its officers or employees.

Town and District reserves the right to revoke the permission granted herein to use the Subject Lands at any time prior to or during the scheduled Activities, with or without cause and without liability to the Licensee or anyone else on account of such revocation. Such revocation shall be effective upon oral or written notice to the Licensee.

This license is nontransferable.

This license has been issued for the period of June 1, 2022, through October 15, 2022 only and is subject to renewal on an annual basis.

DATE

Town of Fraser
By Philip Vandernail, Mayor

DATE

Grand County Water and Sanitation District #1
By Arthur Ferrari, President

DATE

Grand County Fishing Co./Winter Park Flyfisher
By Jeff Ehlert

FISHING WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is fishing on Town of Fraser, Colorado, property shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that Fishing (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: use of equipment, hooks, natural and manmade hazards, surface and environmental conditions, falls, drowning, water currents and conditions, dehydration, the effects of high elevations, and strenuous physical exertion.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** the Town of Fraser, Colorado, and its insurance carriers, agents, employees, representatives, assignees, officers, and directors (each hereinafter as "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.**

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the Town of Fraser, Colorado, property, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor STUDENT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The

undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

PARTICIPANT understands and agrees that the Town of Fraser, Colorado, is relying on, and does not waive or intend to waive by any provision of this Liability Release, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., Colorado Revised Statutes, as the same may from time to time be amended, or otherwise available to Fraser, its officers or employees.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT
	Date

_____	_____
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1
	Date

_____	_____
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2
	Date

Emergency Contact: _____ (_____)
_____) _____ TELEPHONE _____ NAME/RELATION