

# USE AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

## RULES

Pronghorn Lake Ranch, LLC welcomes you to Pronghorn Lake Ranch. We want to promote your safety while you stalk our 10 pound rainbow trout, and we also want to preserve the natural beauty of our private high Cascade lake. Therefore, we have adopted the following rules and regulations our guests.

1. All persons under the age of 18 must wear coastguard approved floatation devices when on or near the water. All persons are encouraged to wear a coast guard approved floatation device at all times when on the water. All parties using a float tube must have a back-up flotation device while on the water.
2. If there is ice on the lake, do not walk on the ice. There are hot springs in the lake which can cause the ice to be much weaker than it appears.
3. No more than 700 pounds or 5 people may be placed in the 16 foot green boat provided by Pronghorn Lake Ranch, LLC and no more than 500 pounds or 3 people may be placed in the 15 foot silver boat.
4. Only a person who possesses a current Oregon motorboat license may operate a boat on Pronghorn Lake (including either of the two boats provided by Pronghorn Lake Ranch, LLC) under power of outboard motor. If a guest does not have the required Oregon motor boat license, such guest may only row a boat, or bring an electric motor and battery. Electricity is available to recharge batteries.
5. The speed limit on Pronghorn Lake is 10 miles per hour. Boats being operated with an outboard motor or an electric motor may not be operated within 10 feet of a person in a float tube.
6. Pronghorn Lake Ranch, LLC supplies outdoor barbeques and fuel for cooking. Pronghorn Lake Ranch, LLC also provides a fire pit for cooking or a campfire. Fires are only allowed in the designated fire pit and no other fires are permitted.
7. The discharge of firearms or use of other deadly weapons on Pronghorn Lake Ranch is strictly prohibited, except in connection with cast and blast.
8. Pronghorn Lake is catch-and-release only. Fly fishing with barbless hooks is the only method of fishing permitted.
9. Braided nylon nets cannot be used to land fish. Rubber nets are provided by Pronghorn Lake Ranch, LLC and should be used when possible. Tippet material must be not less than 8 pound test.
10. Fish should be properly revived and released quickly after landing.
11. All Oregon rules relating to boating and angling must be followed.
12. Pets are allowed at Pronghorn Lake Ranch, but guests must clean up after all pets.
13. Pronghorn Lake is located on a working cattle ranch. Guests must avoid the pumps, electrical panels, barbed wire and all livestock. Guests must also avoid all farm equipment and implements.
14. No swimming is allowed in Pronghorn Lake.

## ACKNOWLEDGEMENT OF RISK

I hereby agree and acknowledge as follows:

1. I shall abide by all the rules and regulations stated above.
2. Fishing and boating at Pronghorn Lake entails known and unanticipated risks which could result in physical or emotional injury, including, without limitation, death, damage to myself, to property third parties. Such risks include drowning and hypothermia.
3. Pronghorn Lake is located on a working cattle ranch. Working cattle ranches present known and unanticipated risk which could result in physical or emotional injury, including, without limitation, death,

damage to myself, to property, or to third parties. Such risks include injuries from cattle and other livestock, injuries from barbed wire and other fencing, and injury from farm machines or implements.

4. There may be rattle snakes and other wild animals at Pronghorn Lake Ranch. Rattle snakes and all other wild animals should be avoided. All rattle snakes should be reported to Mike Tyrholm.
5. The water in Pronghorn Lake can be, and usually is, very cold at any time of the year. Prolonged exposure to the water in Pronghorn Lake can result in hypothermia or death.
6. Pronghorn Lake Ranch is located at a high elevation and snow and cold weather are possible at any time of the year. Prolonged exposure to snow and cold weather can result in hypothermia or death.
7. There may or may not be a representative of Pronghorn Lake Ranch, LLC present while guests are at Pronghorn Lake Ranch. Extra caution should be observed at all times.
8. Whether I will fish from a boat or float tube is my choice of methods. I have years of experience in my method of choice.
9. This Agreement applies to any future visits by me to Pronghorn Lake Ranch.
10. I hereby grant Pronghorn Lake Ranch LLC the right to use on its web site or in any advertising materials any of me taken by Pronghorn Lake Ranch LLC or agents at Pronghorn Lake Ranch and any photos and videos I send to Pronghorn Lake Ranch LLC.

## RELEASE

In consideration of the services provided to me by Pronghorn Lake Ranch, LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as the "Company"), I hereby voluntarily agree to release, forever discharge, and indemnify and hold harmless the Company, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate from any and all claims, demands, causes of action, liabilities, damages, costs and expenses, attorney's fees, other professional fees and costs and all other legal liabilities, whether known or unknown, anticipated or unanticipated (collectively, the "Claims"), arising from or related to my use or presence at Pronghorn Lake Ranch or my use of any facilities or equipment provided by the Company, including any such Claims which allege negligent acts or omissions of the Company.

By signing this agreement, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against the Company on the basis of any Claim. I have had sufficient opportunity to read this entire agreement. I have read and understood it, and I agree to be bound by terms.

Date: \_\_\_\_\_ Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

## PA RENT/GUARDIAN ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by the Company to participate in any fishing or other activity at Pronghorn Lake Ranch and to use its equipment and facilities, I agree to indemnify and hold harmless the Company from any and all Claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Date: \_\_\_\_\_ Signature of Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_