

**ACKNOWLEDGEMENT TO
BERTHOUD-HERITAGE METROPOLITAN DISTRICT NOS. 1-17
DOCUMENT DISCLOSURE
970-617-2469
berthoudheritagemd.live**

All governing documents can be found on the website above.
These will include items such as:

- 1) **Governing Documents**
 - a) **Welcome Letter/Frequently Asked Questions**
 - b) **District Map(s)**
 - c) **Meeting Notices and prior Minutes**
 - d) **Service Plan**
 - e) **Governing Documents including CCR's, Fee Resolutions, Administrative Matters
Resolution and Election Resolutions**
 - f) **Budget & Financial Information**

- 2) **Architectural Guidelines and Application**

You, the buyer, acknowledge that you are aware you can obtain a copy of the above documents on the website, will review the provisions and restrictions applicable to the Metropolitan District and by your execution of this Acknowledgement, you hereby acknowledge and agree that the lot or lots which are being purchased will be subject to the above documents and agreements. Furthermore, by your execution of this Acknowledgement, you understand by using the District website, it will provide you with access to your personal account and ongoing updates on news and events taking place in the community. You have been advised that you should obtain independent legal counsel in connection with the execution of this acknowledgement. You, your heirs, successors, affiliates and assigns agree to be bound by the terms and conditions contained within the Metropolitan District documents.

I hereby acknowledge that I have read this Acknowledgement and have access to read the above documents and agreements referenced herein and am duly authorized to execute this Acknowledgement on behalf of Buyer(s).

Property Address: _____

Buyer(s') Name(s): _____
(print)

Buyer(s') Email(s): _____

Buyer(s') Phone(s): _____

Mailing address: _____
(if different than property purchased)

Signature _____

Date _____

Signature _____

Date _____

**ACKNOWLEDGEMENT TO
GOLF COURSE DISCLOSURE, RELEASE AND EASEMENT
FOR
HERON LAKES GOLF COURSE SUBDIVISION
LARIMER COUNTY, COLORADO**

This is a general acknowledgement regarding the Golf Course Disclosure, Release and Easement for Heron Lakes Subdivision, Larimer County, Colorado (the "Disclosure, Release and Easement").

You, the Buyer, acknowledge that you have received a copy of the Disclosure, Release and Easement, have reviewed the provisions and restrictions applicable to Heron Lakes, and by your execution of these documents, you acknowledge and agree that the lot or lots which are being purchased will be subject to the Disclosure, Release and Easement, and all burdens, obligations and restrictions set forth therein.

You have been advised that you should obtain independent legal counsel in connection with the execution of this Acknowledgement.

You, your heirs, successors, affiliates and assigns agree to be bound by the terms and conditions contained within the Disclosure.

I, _____, as _____ for _____
_____ hereby acknowledge that I have received and read this
Golf Course Disclosure, Release and Easement for Heron Lakes Subdivision, Larimer
County, Colorado and am duly authorized to execute this acknowledgment on behalf of
Buyer(s).

Property: Lot ____, Block ____, Filing ____; Address _____

Buyer _____ Email _____

Buyer _____ Email _____

Buyer _____ Email _____

Date: _____

EXHIBIT 1

**RELEASE OF LIABILITY, CLAIMS
AND INDEMNIFICATION**

**THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY (THE "COMPANY")
AND THE BERTHOUD-HERITAGE METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT")
(LONE TREE RESERVOIR)**

I, the undersigned, understand the hazards, dangers and inherent risks in the use of the Reservoir and Property commonly known as Lone Tree Reservoir, which could result in illness, injury or even death. I HEREBY ASSUME ALL RISKS OF USE OF THE RESERVOIR AND PROPERTY AND ALL RISKS OF BEING ON OR NEAR THE RESERVOIR.

In return for allowing me to use the Reservoir and Property,

I, _____ (PRINT NAME), hereby take action for myself, my executors, administrators, heirs, next of kin, and successors and assigns, and WAIVE, RELEASE, DISCHARGE AND AGREE NOT TO SUE for any and all liabilities, including my death, disability, personal injury, property damage, property theft, or claims of any kind which may hereafter accrue to me as a result of my use of, or my traveling to or from the Reservoir. I agree to indemnify and hold the Company and the District harmless from any loss, damage, injury or claim occasioned by or arising from my use of the Reservoir or Property.

In this General RELEASE, I realize that I am releasing claims of all kinds including, but not limited to, those resulting from any unsafe conditions, and including claims resulting from collision with other users, spectators or equipment in and around the Reservoir. This RELEASE does not apply to gross negligence or intentional acts.

This RELEASE applies to the following persons and entities: property owner, tenant of the property, the Company, the District, and their respective officers, directors, employees and agents.

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's use of the Reservoir or Property or travel to and from the premises where the Reservoir and Property is located. I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY property owner, tenant of the property, the Company, the District, and their respective officers, directors, employees and agents from any claims brought by the minor.

I have read the foregoing RELEASE OF LIABILITY, CLAIMS AND INDEMNIFICATION AND I UNDERSTAND ITS CONTENTS.

If the undersigned is also signing on behalf of children of his/her family, please list the name(s) of these children

Children:

Signature Date

Printed Name

Address

Address (cont.)

