



Horseshoe BaR

Fish & Game Preserve

"Dedicated to Catch & Release Fly-fishing"



Membership Application

(click the left side of shaded fields and enter your information)

First Name:	Middle Initial:	Last Name:

Age /Health:	
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Fly-Fishing Skill Level:	Beginner ____ Intermediate ____ Advanced ____
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Mailing Address:	Home Phone Number:
	Mobile Phone Number:

Email Address:

Emergency Contact Information:

First Name:	Middle Initial:	Last Name:

Home Phone Number:	Work Phone Number:	Mobile Phone Number:

Names and ages of minors, living at home:		

If new member, indicate referral source; if renewing member, state "renewing":

Employer's Name & Address:	Employer's Phone Number:
	Individual Contact Name:

Any special skills and interests: (Guiding, Casting, Fly Tying, Construction, Surveying, Biology etc.)

Yes, I am willing to become actively involved, and have time to devote for work projects

To request membership please fill out this application completely and email or mail to:

Horseshoe Bar Fish & Game Preserve, Inc.
7430 Morningside Drive
Granite Bay, CA 95746

I would like to become a member of the Horseshoe Bar Fly Fishing Preserve and agree to be bound by all club rules, regulations, waivers, and other agreements as may be revised from time to time.

SIGN HERE

Applicant's Signature _____ Date _____

MEMBERSHIP AGREEMENT
“Horseshoe Bar Fish & Game Preserve, Inc.”

This Agreement is entered into this _____ by _____, hereinafter referred to as “Member”, whose address is listed below and Horseshoe Bar Fish & Game Preserve, Inc., hereinafter referred to as “Provider.” The Member and Provider are hereinafter referred to as the “Parties.”

In consideration for the terms and conditions set forth herein, the Parties contract and agree as follows (use of male pronoun in this Agreement shall refer to a person of either sex and is used only for the purpose of simplicity):

Member has applied for membership in the “Horseshoe Bar Fish & Game Preserve, Inc.” Upon acceptance of this Agreement by the Provider (duly dated and signed by Member), the Member shall hold his or her membership. As a member of the “Horseshoe Bar Fish & Game Preserve, Inc.” the Member shall be entitled to use the facilities as provided and set forth in the attached Exhibits and Rules & Regulations. Membership Rules & Regulations may be amended from time to time as determined by the Provider, with or without notice to the Member. If the Member disagrees with any amendments or changes to the Rules & Regulations, or to the Exhibits, the membership may be cancelled by the Provider, entitling the Member to a pro-rata refund of any unused portion of the membership fee.

Membership is based on a calendar year basis with dues payable upon acceptance of membership or renewal. Membership in the “Horseshoe Bar Fish & Game Preserve, Inc.” cannot be sold or transferred by the Member. Membership cannot be shared with another person except as provided with family or husband and wife dual membership. Unless cancelled or terminated in writing, Membership will automatically renew each year under the same terms and conditions.

ACKNOWLEDGMENT OF RISKS

MEMBER ACKNOWLEDGES THAT HE FULLY RECOGNIZES AND UNDERSTANDS THAT THE FISHING AND OTHER RECREATIONAL USE OF THE PROPERTY WHICH COMPRISES THE “HORSESHOE BAR FISH & GAME PRESERVE, INC.” AND THE FACILITIES RELATED THERETO MAY BE DANGEROUS AND HAZARDOUS TO THE MEMBER AND HIS PROPERTY, AS WELL AS TO GUESTS, INVITEES, FAMILY MEMBERS AND THEIR PROPERTY. MEMBER ALSO ACKNOWLEDGES AND REALIZES THAT SUCH DANGERS AND HAZARDS MAY OR MAY NOT BE EVIDENT OR APPARENT. IN THIS REGARD, MEMBER ASSUMES ANY AND ALL RISKS TO HIS PERSON AND/OR PROPERTY, AS WELL AS HIS GUESTS AND/OR THEIR PROPERTY, ARISING OUT OF MEMBER’S USE OF THE PROPERTY AND/OR HIS PARTICIPATION IN THE “HORSESHOE BAR FISH & GAME PRESERVE, INC.” IN ADDITION, MEMBER AGREES TO RELEASE AND HOLD THE PROVIDER, AND OTHERS, HARMLESS AND AGREES TO DEFEND AND INDEMNIFY THE PROVIDER AND OTHERS AGAINST ANY AND ALL CLAIMS ARISING FROM DEATH OR INJURY TO A MEMBER OR MEMBER’S FAMILY, GUEST, INVITEE OR ANY THIRD PARTY BROUGHT BY THE MEMBER ONTO THE PROPERTY, AS WELL AS DAMAGE TO THE MEMBER AND/OR THE MEMBER’S GUEST, INVITEE, FAMILY MEMBER OR ANY THIRD PERSON BROUGHT ON THE PROPERTY. THIS RELEASE ALSO EXTENDS TO ANY LIABILITY AND OR DAMAGES DUE TO THE PROVIDER’S OWN NEGLIGENCE OR FAILURES OF ANY KIND.

IN THIS REGARD, MEMBER AGREES TO EXECUTE THE ATTACHED ACKNOWLEDGMENT OF RISKS FORM (EXHIBIT 2) AS WELL AS THE ACCOMPANYING RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT (EXHIBIT 3), WHICH FORMS ARE HEREAFTER REFERRED TO AS “NECESSARY RELEASE & INDEMNIFICATION FORMS”.

MEMBER ALSO AGREES TO OBTAIN FROM HIS GUESTS, INVITEES, FAMILY MEMBERS AND/OR ANY THIRD PERSON HE BRINGS ONTO THE PROPERTY THAT PERSON’S SIGNATURE ON THE NECESSARY & INDEMNIFICATION RELEASE FORMS OR THE FORMS AVAILABLE AT PROPERTY’S CHECK-IN STATION. IF A MEMBER’S GUEST, INVITEE, FAMILY MEMBER AND/OR ANY THIRD PERSON BROUGHT ON THE PROPERTY BY THAT MEMBER REFUSES TO SIGN THE NECESSARY RELEASE & INDEMNIFICATION FORMS, THE MEMBER AGREES TO FULLY EXPLAIN AND RELAY THE INFORMATION CONTAINED IN THE NECESSARY RELEASE & INDEMNIFICATION FORMS, INCLUDING THE RISKS INVOLVED WITH USING THE PROPERTY AND THEIR RELEASE OF ANY AND ALL CLAIMS OF ANY KIND. IF THE MEMBER BELIEVES THAT HIS GUEST DOES NOT UNDERSTAND OR APPRECIATE THE SIGNIFICANCE OF THE NECESSARY RELEASE & INDEMNIFICATION FORMS, THE MEMBER SHALL IMMEDIATELY ESCORT AND REMOVE THE GUEST FROM THE PREMISES. IN THE EVENT MEMBER’S GUEST IS A MINOR, MEMBER AGREES TO HAVE THE MINOR’S PARENT OR LEGAL GUARDIAN SIGN THE NECESSARY RELEASE & INDEMNIFICATION FORMS

RULES & REGULATIONS

MEMBER AGREES THAT HE WILL BE BOUND BY AND COMPLY WITH THE RULES & REGULATIONS ATTACHED HERETO AS EXHIBIT 1 AND ANY OTHER RULES & REGULATIONS HEREINAFTER PROMULGATED BY THE PROVIDER. IN ADDITION, MEMBER AGREES THAT HE SHALL INSURE THAT HIS GUESTS, INVITEES, FAMILY MEMBERS AND ANY THIRD PERSONS HE BRINGS ONTO THE PROPERTY SHALL ABIDE BY THE MEMBERSHIP RULES & REGULATIONS AND ANY OTHER RULES & REGULATIONS HEREINAFTER PROMULGATED BY THE PROVIDER. MEMBER FURTHER AGREES THAT HE SHALL BE SUBJECT TO ALL PENALTIES, INCLUDING TERMINATION OF HIS MEMBERSHIP WITH THE FORFEITURE OF ANY UNUSED PAYMENT DUE TO THE FAILURE OF MEMBER AND/OR THE MEMBER’S GUESTS, INVITEES, FAMILY MEMBERS AND/OR ANY THIRD PERSON BROUGHT ON THE PROPERTY BY THE MEMBER, TO STRICTLY ABIDE BY SUCH RULES & REGULATIONS.

LEGAL

IN THE EVENT IT IS NECESSARY TO ENGAGE IN LEGAL PROCEEDINGS TO ENFORCE OR INTERPRET THE TERMS OF THIS MEMBERSHIP AGREEMENT OR EXHIBITS 1, 2 OR 3 ATTACHED HERETO, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS’ FEES AND COSTS.

MEMBER AGREES TO NOTIFY PROVIDER IMMEDIATELY, IN WRITING BY LETTER OR E-MAIL, OF ANY CHANGE IN RESIDENCE OR MAILING ADDRESS (INCLUDING PHYSICAL ADDRESS AND E-MAIL ADDRESS). ALL NOTICES PROVIDED FOR HEREIN OR RELATIVE TO EXHIBITS 1, 2, OR 3 SHALL BE SUFFICIENT IF E-MAILED TO THE MEMBER AT THE E-MAIL ADDRESS AS SET FORTH HEREIN AND IF EMAILED TO THE PROVIDER AT THE E-

MAIL ADDRESS SET FORTH BELOW OR AS MODIFIED AND UPDATED BY PROVIDER FROM TIME TO TIME.

MEMBER AGREES NOT TO INTERFERE, DIRECTLY OR INDIRECTLY, WITH ANY OF PROVIDER'S LEASEHOLD RIGHTS WITH LANDOWNER AND AGREES NOT TO ENTER INTO ANY BUSINESS DEALINGS OR AGREEMENTS WITH LANDOWNER AND/OR ITS AGENTS, AND FURTHER AGREES NOT TO MAKE ANY CONTACT, DIRECT OR INDIRECT, WITH LANDOWNER, LESSOR, OR ITS AGENTS, EXCEPT AS NECESSARY AND INCIDENTAL TO MEMBER'S EXERCISE OF HIS MEMBERSHIP PRIVILEGES.

PROVIDER:

Dated: _____

Horseshoe Bar Fish & Game Preserve, Inc.
Thomas G.M. Bartos, President
7430 Morningside Drive
Granite Bay, CA 95746
Phone: (916) 205-6073
Email: hbptom@gmail.com

MEMBER:

Dated: _____

Sign X _____

Member Name: _____

Member Cell: _____

Member Email: _____



Exhibit 1

Rules & Regulations “Horseshoe Bar Fish & Game Preserve, Inc.”

The Rules and Regulations below are designed to protect the members and enhance the fishing experience. The Rules & Regulations are subject to change at any time.

Operating Hours: The Horseshoe Bar Fish & Game Preserve, Inc. (“Preserve”) is generally open to angling daily and 24 hour camping 365 days a year. The property owner reserves the right to lease property out to film crews. During filming there may be some restriction in accessing certain areas. Members will be notified by e-mail of any restrictions to access the property, whether due to filming, weather, or other conditions.

Caretaker: The site has a full time caretaker who oversees the day-to-day operation of the property. He is our eyes and ears on the property. In the event you come across a trespasser, avoid confrontation and advise the caretaker, who will contact the Sheriff and insure that the trespasser leaves. In the event of an emergency, there are two landline telephones on the property (Campground & Caretakers residence). Cell phone reception is severely limited in the Preserve.

Any agreements or business dealings, with the property owner, his agent, other property lease holders or the caretaker are strictly prohibited. This would be considered a material breach of the membership agreement and cause for immediate termination of membership and forfeiture of dues. However, this is not intended to prevent Members from the occasional purchase of gold from, socializing with, or other contact with Caretaker by Member that is incidental to the exercise of membership privileges.

Visitation: Upon arrival, you must legibly sign in at the check-in station in the Boxcar (this information is critical in our effort to gain credibility with various governmental agencies to improve the fishery and flows) by indicating all members and guests that are with you. All applicable fees are due at the time of sign-in. Please complete all information requested to assist the management in identifying who is on the property. The Preserve was created to insure a peaceful and tranquil environment for members and guests to fish and enjoy the property. Should you be asked to leave the property for any reason, you must leave immediately without delay. Failure to comply with the request to leave will result in forfeiture of membership and loss of all fees/dues paid.

Guest Supervision: Members must maintain direct supervision of their guest at all time. Guests must not be allowed to roam the property without the member and must adhere to fly fishing etiquette by not encroaching into the other members fishing area. Your guest may not enter the site without you and should never be given the gate code. Because of all the dangers and hazards on the property and fly-fishing in general guests need to stay within sight of the host member. As a reminder, the membership agreement you signed requires you to agree to defend and indemnify the owner(s) and lessee(s) and/or other members of the Horseshoe Bar Fish & Game Preserve, Inc. from any and all claims, damages, lawsuits, or other matters related to injury or death of your guests while on the property.

Number of Guests: Members are allowed to bring no more than two guests to the club at any one time. Requests to bring additional guests must be approved in advance (send an e-mail or call) on an individual basis. Members spouse and children under 18 years of age living at home are not limited. We encourage members to bring their family to the preserve.

Guest Fees: Members spouse and children under the age of 18 living at home are not required to pay a guest fee. All other guests are required to pay a \$25.00 fee per day. Guests that stay overnight are required to pay for two days at the preserve. Fees for guest are due and payable at the time of use without exception. You plan ahead to bring a guest so plan ahead to bring the guest fees. A deposit box is provided and is located inside the office. Cash payment should be enclosed in the folded liability waiver form so that payments can be identified.

Paying guest fees to avoid the membership fee is strictly prohibited. Members may not bring the same guest more than twice annually. The preserve has the right to limit the number of visits by a guest or guests if there is concern of abuse of the liberal guest policy we enjoy.

Liability Waiver: Members shall insure that all guests sign the Release from Liability and Indemnification Agreement forms available at the check-in station in the Boxcar upon entering the preserve. Failure to do so may result in forfeiture of membership.

Property: A property map is available on our website. Members are required to lock the gate after entering or leaving to insure that trespassers do not enter. A four-wheel drive vehicle is recommended, but not required. Horseshoe Bar Fish & Game Preserve, Inc. is not responsible for any damage to vehicles. All club members and guests are required to treat the site and natural resources with respect. Club members and guests may not remove anything from the site including, but not limited to: artifacts, equipment, building materials, dirt, gravel, rocks, firewood, trees, plants, fish or animals. **You may not enter any structures, mine shafts and other areas marked as “NO TRESPASSING”.** No open fires are permitted other than areas that are posted permitting a camp fire. Smoking is permitted in the camp area during non-fire season. The possession, use, or discharge of firearms or other weapons is not permitted, except with prior permission (**always inform caretaker John**) and in designated areas of the property. No ATV’s are permitted on the property without specific approval for each occurrence. The property speed limit is 10 mph and must be obeyed. Always drive cautiously as roads are narrow and can change dramatically due to rain or rock slides. Members are not permitted to leave any personal property at the Preserve without written permission. This includes boats, fishing or camping gear, or any other personal property. Any property left by a member will be at the member’s sole risk and the Preserve will not be responsible or liable for any damage or theft to the member’s property. Finally, if the member fails to remove the personal property after visiting the preserve, it shall be considered abandoned and thereafter removed with the member bearing all costs of removal, if any.

Angling: All California Department of Fish and Game Regulations and the California Code of Regulations are in effect at all times. In addition to the CDF&G Regulations, club-imposed regulations are as follows: Horseshoe Bar Fishing Preserve has instituted a mandatory year round Fly-Fishing only, **Catch and Release Policy.** Method of take is exclusively using artificial flies constructed by the method known as fly tying with a single-barbless hook. Any violation of the above regulations will result in permanent expulsion from the club and forfeiture of dues.

Camping & Campfires: Members should notify management in advance if they intend to camp for more than 2 days or will be having more than 2 non-member guests camping with them. Camping is “zero impact” style - leave no trace. Members and guests must clean the kitchen thoroughly and return the kitchen equipment/utensils to the appropriate location in the storage locker upon leaving the preserve. All propane tanks must be turned off. At present campfires are permitted at the designated site in the camping area during burn season. The area around the fire pit must be cleared to 10 feet of all flammable material. All fires must be distinguished completely after use. Members and guests must be cautious in using any equipment or articles that could ignite a fire. The property is heavily vegetated and subjected to extreme fire danger in the summer months.

Cabins: The cabins rules are posted inside the cabins. Report any problems or unclean cabins immediately to Tom Bartos. Members will be responsible for the cost of having the cabin cleaned by a cleaning service if left dirty. There is a copy of the Curtis Creek Manifesto in each cabin. We highly recommend you take a moment to read it.

Bathrooms: Please use and treat the newly installed bathrooms as you would your own bathrooms. Report any problems or issues immediately to Tom Bartos.

Boats, Float Tubes and Pontoons: Boats must be tied up securely at all times when not in use. Fluctuating flows can loosen the ropes and cause the boats to be washed downstream. Do not move oars, anchors or rope from one boat to another. After use boat must be returned to the cove and tied up securely. **Members are required to wear life preservers and/or other approved floatation device when using the boats.** If you bring your own float tube or pontoon, be aware that the flow can rapidly change and it is dangerous to use a float tube anywhere other than in the lake area and to use extreme caution when using a pontoon.

Agreed:



Sign X _____ **Member Name** _____ **Dated:** _____

EXHIBIT 2

Acknowledgment of Risks Horseshoe Bar Fish & Game Preserve, Inc.

I wish to enter upon the unimproved land commonly known as “Horseshoe Bar Fish & Game Preserve, Inc.” (hereafter “Horseshoe Bar”), located in the State of California, Counties of Placer and El Dorado (the “Property”), for the purpose of nature watching, data collection, incidental camping, fishing, sightseeing, hiking, float trips, and general enjoyment of the Property.

I understand and acknowledge that the owners, lessee(s), other club members, and/or the leaseholder, Horseshoe Bar, do not regularly maintain the Property and that it is raw land.

I understand and acknowledge that the Property is located in an area that has been mined for gold and other minerals and that there may be shafts, pits, tailings and other remnants of this mining on the Property.

I understand and acknowledge that the river that runs through the Property is swift, deep and cold. I understand and acknowledge that the flow of the river is controlled by a dam upstream and that the flows can change without warning. I understand and acknowledge that the river and its banks are not stable and may have holes, pits, drop offs, and unstable gravel bars and that the location of holes, pits, drop offs and unstable gravel bars can change without warning. I also understand that there are no lifeguards, medical or rescue personnel, no cell phone reception or walkie-talkie available on the property.

I understand and acknowledge that there are risks associated with nature watching, data collection, incidental camping, fishing, sightseeing, hiking, float trips, and other activities on raw land. These risks include, but are not limited to, attack from wild animals, including venomous snakes, bears, mountain lions, pigs, insects and spiders; poisonous plants; unmarked shafts, pits and tailings; swift water; stepping in a hole or off a drop off and slipping on an unstable gravel bar.

I understand and acknowledge that these risks may cause damage to personal property, personal injury, illness, medical condition(s), or death.

These risks are understood by and have been explained to me. I have had an opportunity to ask all the questions I had with regard to the Property and my use of it and have received satisfactory answers to those questions.

I HEREBY ACKNOWLEDGE, UNDERSTAND AND EXPRESSLY ASSUME ALL OF THE RISKS ASSOCIATED WITH MY USE OF THE PROPERTY.

I hereby state and represent that, to the best of my knowledge I have no physical, mental and/or medical impairments which will or may affect my ability to use the Property. I hereby affirm, represent and acknowledge that I am not under the influence of alcohol or drugs that could affect my ability to make an informed decision as to whether or not to execute this document.

I further acknowledge and state that I have either shown this Acknowledgment of Risk form to any guests and/or invitees that I bring to the Property and/or have explained in detail its terms to such person. I further acknowledge and state that this form and the risks of use of the Property have been fully explained to the parents or legal guardians of any minors that I may invite to the Property. Further, with respect to my guests and invitees, I hereby state and represent that, to the best of my knowledge, they have no physical, mental and/or medical impairments or disabilities which would or may affect their abilities to use the Property in any way.



Sign X _____ Member Name _____ Dated: _____

EXHIBIT 3

Release from Liability and Indemnification Agreement - Horseshoe Bar Fish & Game Preserve, Inc.

I hereby accept all responsibility for my decisions, acts or omissions with regarding to my use of the property designated as "Horseshoe Bar Fish & Game Preserve, Inc." (hereafter "Horseshoe Bar" or "the Preserve"), located in the State of California, Counties of Placer and El Dorado (the "Property").

I hereby release and discharge the owner(s) of the Property, the lessee(s) of the Property, the Preserve, the other members of the Preserve, the American Bar Quartz Mining Company, the Eagle Bar Mine, and their employees, principals, agents, attorneys, and affiliates, (hereinafter collectively the "Releasees"), and hold them harmless from and against any and all claims, suits, demands, losses, liabilities, causes of action of every kind and nature whatsoever (hereafter "Released Matters"), whether known or unknown, suspected or unsuspected, arising from or relating to my use of the Property including, but not limited to, damage to real and/or personal property, personal injury, illness, medical condition(s), or death directly or indirectly caused by any failure to act, act, or omission by Releasees.

I understand and acknowledge that there are risks associated with the use of the Property, which is raw land and not maintained, and that I may suffer injury or damages as a result of my use of the Property. I understand that the risks and dangers include but are not limited to hiking, the use of boats, pontoons or other floatation devices, wild animals, fishing, unmarked mine shafts, swift water and general use of the Property. I agree to assume any and all risks associated with my use of the Property and in exchange for becoming a member of the Preserve, I agree to release all Released Parties as to any and all Released Matters.

I agree never to commence, assist in any way, prosecute or cause, permit or advise to be commenced or prosecuted against Releasees any action at law, suit in equity, or other proceeding based upon any claims released herein. I agree that this Release shall be deemed breached if I bring or commence any action or proceeding contrary to the terms of this agreement, and this Release may be plead as a defense or may be asserted by way of counter-claim or cross-claim.

I agree that this Release shall be binding upon my children, heirs, successors, assigns, agents, and legal representative and shall inure to the benefit of Releasees and their heirs, successors, assigns, agents, legal representatives, insurance carriers and agents as to any and all Released Matters. I agree that this Release may not be altered, amended, modified or changed in any respect except by a writing signed by myself and the Released Parties or their authorized representatives.

I further agree to defend and indemnify Releasees from any and all claims, suits, demands, liabilities, causes of action, damages or costs (including reasonable attorneys' fees) arising from or related to the use of the Property by my guests, invitees, family members and/or any third persons I bring to the Property, including but not limited to damage to real and/or personal property, personal injury, illness, medical conditions, or death, directly or indirectly caused by any act, failure to act, or omission by Releasees.

I acknowledge that I have read this Release in its entirety and enter into it with full understanding of its contents, and of the rights and obligations affected by its terms, and hereby execute this Release freely and voluntarily. I further acknowledge that although I may have physical and/or psychological injuries or impairments, that I will in no way hold Releasees responsible for any injuries I might sustain during my use of the Property.

I further hereby grant the Preserve the right to photograph and/or videotape me and/or my child or ward while attending or using the Property at any time, and further to display, exploit and/or otherwise use my and/or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Released Parties are, however, under no obligation to exercise any rights granted herein.

SIGN HERE

Sign X _____ **Member Name** _____ **Dated:** _____