

Sacred Waters Donor Agreement Rules, Regulations and Procedures

Use of any Ranch by Donors only (hereafter referred to as “Donor”). Donor shall use Ranches only for the following purposes disclosed in this Donor Agreement.

1. **Agreement Adherence.** Donor agrees to be bound by the Donor Agreement as well as any directives from the Club Director and/or Guides. Any violations of the Donor Agreement or directives of the Club Director and/or Guides for safety and enjoyment of another Donor may result in termination of Donor. Any incidents will be reviewed and voted on by the Board of Directors. These incident decisions cannot be appealed and are final.
2. **Donor Fees.** Donor fees are refundable or transferable upon Board of Director review. The Club has the right to terminate, revoke, suspend any Donor based on Board of Director decisions.
3. **Donor Benefit Levels.** Contributions at certain levels receive thank you benefits to donors. Benefit levels are set by the Board of Directors and are subject to change based on their discretion at any time. Benefit levels are defined in Addendum A.
4. **Ranch Usage.** Use of any Ranch for any other purpose is strictly prohibited without express consent of Club Director. Donor further acknowledges that some of the lands/ranches are used for livestock ranching operations and can be used frequently for hunting. Recreational activities in addition to fly fishing may be allowed upon request to the Club Director.
5. **Sportsmanship.** Donor will fulfill the obligations and purposes of the Club including highest level of good sportsmanship and ethical standards, and will not willingly do anything to do any harm to the Club’s existence and/or the Club’s resources.
 - a. Donor/Guest must support and endorse the Sacred Waters Mission Statement.*
 - b. Donor/Guest shall discard any litter created or found immediately. If you are unable to dispose of it, bring it to the attention of the Guide.
 - c. Donor/Guest shall not cause any pollution or contamination (including the introduction of Zebra or Quagga Mussels or any other live or non-native organisms) to a Ranch or the surrounding area. Donor/Guest 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 equipment hygiene (drain, clean, inspect and dry policies).
 - d. Donor/Guest shall not create any nuisance, disorderly conduct or other activities

- which annoy/disturb any occupants of an adjacent or adjoining properties or other individuals. Be mindful of voice volume in respect to fellow group Donors.
- e. When on a Ranch, Donor/Guests who exhibits intoxication will be asked to leave the Ranch. Repeated offenses will result in Donor termination based on Board of Directors determination.
 - f. All pets must be retained in a vehicle, on a leash, or under voice command. If a Guide observes a pet becomes a nuisance, they will be asked to be removed from the property. Pet allowance approval must be obtained from Guide and/or Club Director prior to trip.
 - g. Children under the age of 18 must remain under the supervision of a parent.
 - h. No swimming, diving allowed on a Ranch. There is no lifeguard on duty at any time.
6. **Guests.** Donors may bring no more than three (3) fishing guests per day. Corporate Group Events must contact Sacred Waters for details. No more than twenty (20) guests.
- a. Children under the age of eighteen (18) are not considered guests.
 - b. Guests actions are sole responsibility of the Donor.
 - c. Guests are not permitted on a Ranch unless accompanied by a Guide and Donor at all times.
7. **Guest Accountability**
Donor agrees they are their solely responsible and liable for the actions of any/all Guests that the Donor brings to a Ranch.* Guests of Donors are required to sign, in their individual capacity, the Donor Agreement, Waiver and Release from Liability before joining a Donor to any Ranch.
* See Club Donor Liability Waiver for further details.
8. **Photography**
Donor agrees that both commercial and non-commercial still photography, audio/video and/or motion picture photography may occur during Donor or Guest is present at a Ranch. When in the general area, a Donor or Guest may be incidentally be included in such photography and recordings. If you wish to be excluded from such photography and/or recording, then it is your responsibility to be aware of photographic activities and should promptly exit the area being photographed or recorded. Donors and Guests hereby grants Sacred Waters it's agents, guides, volunteers, sponsors, beneficiaries, heirs and assigns the right to use Donors and Guests' photographic image and audio/video recording(s) in the promotion of Sacred Waters and its associated activities in general as it chooses in its sole discretion without compensation.
9. **Fishing Parameters.** Donor acknowledges that the benefit privileges granted by a Donor in the Club are for fly fishing with Catch and Release at a Ranch.
- a. No more than eight (8) individuals shall be permitted to fish at any given Ranch in a 24-hour period of time. In addition, no more than four (4) float trip

individuals in a 24-hour period of time.

- b. Other than the restrictions defined within, all Colorado Parks & Wildlife fishing restrictions shall be observed.
- c. Fishing is allowed one half hour before sunrise until one half hour after sunset.

10. Ranch Requirements.

- a. All personal property must be removed from a Ranch at the end of each day.
- b. Use of artificial light is prohibited on a Ranch.

11. Firearms. No discharge of firearms, weapons, or fireworks of any type are permitted on any Ranch without advance Club Director's permission.

12. Motorized Vehicles. Only with Guide approval can a Donor use motorized conveyance of any type at any Ranch is strictly prohibited to area outside any established roads and/or parking areas. This restriction does not apply to motorized vehicle access necessitated by life-threatening emergencies.

13. Camping. Platinum Donors have access to designated camping areas. Platinum Donors must email or contact the Club Director (or Designee) for reservations and details.

14. Scheduling. Sacred Waters strives to provide each Donor and Guest the highest quality outdoor experience as reasonably possible.

- a. Sacred Waters reserves the right to make schedule changes.
- b. Reserving trips is on a first come, first served basis.
- c. An availability calendar is accessible on private password protected web page that Donors will receive via email after Sacred Waters receives your signed contract and payment.
- d. To book a guided fly fishing trip please use contact form on Calendar Webpage or call Sacred Waters at (970)444-2187.
- e. Sacred Waters reserves the right to host private non-profit events throughout the season. All Donors will be invited to participate in private non-profit events.
- f. Sacred Waters shall have the right to cancel a reservation if any water quality rules or regulations applicable to a Ranch make it impractical for Sacred Waters to continue to lease such Ranch. If there is a cancellation for such reason, Sacred Waters will provide a fair and equitable refund for any portion of a Ranch use reservation or current usage or recommend an alternative location.

15. Rules and Regulations.

- a. Sacred Waters reserves the right to modify and make additions to Donor Rules, Regulations and Procedures as necessary in order to maximize each Donors' and/or Guests' experience while utilizing any Ranch.
- b. The Club will provide Donors with any amendments or additions to Donor Rules, Regulations and Procedures via Email and Website. No further actions will be

necessary for the amended Donor Agreement to be binding and effective on every Donor and Guest upon their circulation.

Membership Agreement Addendum A: Donor Benefit Levels

Platinum

Donation Level: \$10,000 or More!

Recognition as Charter Member!!

Complimentary Sacred Waters Charter Member Signature Abel Fly Reel with your name engraved on it.

Guided Fishing Locations Available: East Fork Ranch, Weber Ranches and Pic Bar Ranch, and all future conservation waters.

Charter Platinum Member Benefits include:

- 10 Complimentary Guided Donor Fishing Days*
- 3 of your 10 guided fishing days can be used for special experience trips (Float Trip, Backcountry, Horseback, etc.)
- 1 complimentary guest guided fishing day less Conservation Fee**
- Guest privileges on all guided fishing Days ***
- Corporate Group Event Access (Please inquire for more details)
- Exclusive access to book the East Fork Ranch campsite (additional fees apply)
- 15% discount on hosted &/or Co-op retail trips with T.V.A., V.O., S.B.R. private or public retail waters

**Donor Fishing Days: one day booked trip including Donor plus up to 3 guests per day (total of 4 Fisherman). Guest fees apply. Guests must be accompanied by the donor.*

***Required Conservation Fee: \$150 Annual Donation per Guest.*

90% of fee goes to conservation & charity work - cutting trails, cleaning up properties, cutting grass, stocking fish, patrolling for poachers, and river habitat work. 10% goes to our operating costs.

****Guest Fisherman Fee: \$250 per day for each non-member reservation, and one annual conservation fee per guest.*

Free Gifts:

- Charter Member Hat, T-Shirt, Fishing Shirt, and Sacred Waters Stickers
- Complimentary Sacred Waters Charter Member Signature Abel Fly Reel with **your name engraved on it!!**

Gold

Donation Level: \$7500 or More!

Recognition as Charter Member!!

Locations Available: Weber Ranches and Pic Bar Ranch

Charter Gold Member Benefits include:

- 5 complimentary Guided Donor Fishing Days*
- 2 complimentary Donor Float Days or additional wade trips
- 1 complimentary guest guided fishing day less Conservation Fee**
- Guest privileges on all guided fishing Days ***
- 10% discount on hosted &/or Co-op retail trips with T.V.A., V.O., S.B.R. private or public retail waters.

**Donor Fishing Days: one day booked trip including Donor plus up to 2 guests per day (total of 3 Fisherman). Guest fees apply. Guests must be accompanied by the donor.*

***Required Conservation Fee: \$150 Annual Donation per Guest.*

90% of fee goes to conservation & charity work - cutting trails, cleaning up properties, cutting grass, stocking fish, patrolling for poachers, and river habitat work. 10% goes to our operating costs.

****Guest Fisherman Fee: \$275 for each non-member reservation, and one time conservation fee per guest.*

Gifts:

- Charter Member Hat, T-shirt, Fishing Shirt, and Sticker.

Silver

Donation Level: \$3500

Locations Available: Weber Ranches and Pic Bar Ranch

Charter Silver Member Benefits include:

- 3 Donor Fishing Days*
- 1 Donor Float Days or extra wade trip
- 1 complimentary guest guided fishing day less Conservation Fee**
- Guest privileges on all guided fishing Days ***
- 5% discount on hosted &/or Co-op retail trips with T.V.A., V.O., S.B.R. private or public retail waters.

**Donor Fishing Days: one day booked trip including Donor plus up to 1 guests per day (total of 2 Fisherman). Guest fees apply. Guests must be accompanied by the donor.*

***Required Conservation Fee: \$150 Annual Donation per Guest. 90% of fee goes to conservation & charity work - cutting trails, cleaning up properties, cutting grass, stocking fish, patrolling for poachers, and river habitat work. 10% goes to our operating costs.*

****Guest Fisherman Fee: \$300 for each non-member reservation*

Gifts:

- Charter Member Hat, T-shirt, and Sticker

This Donor Agreement shall be binding upon the undersigned and their respective heirs, personal representative, successors and assigns as well as on all Guests of the Donor and any other person on a Ranch with the permission of the Donor and Sacred Waters.

I, the undersigned Donor, agree to these terms and any future Rules, Regulations, and Procedures promulgated by Sacred Waters. I have received a copy of the Donor Agreement, and agree to the terms contained therein.

Donor Benefit Level (check one): Silver (___), Gold (___), Platinum (___)

Shirt Size: _____

Name (Print): _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Donor Signature: _____ Date: _____

Thank you for your donation! Please keep a copy of this agreement for your records and mail the signed original to us along with your payment.

Please make checks payable to: Sacred Waters Co.

Mailing address:
Sacred Waters
135 Country Center Drive F 166
Pagosa Springs, CO 81147

Glossary of Terms

Donor: the person whose name is on the Donor Agreement. One individual per Donor is allowed.

Guest: any person other than the Donor listed on the Donor Agreement. They are treated as a temporary Donor for their visit and are accountable for all Donor Rules, Regulations and Procedures.

Guide: the person who accompanies you to a Ranch location.

Ranch: any given property which is leased/owned by Sacred Waters with the explicit permission of the land owner

Club Director: the person who coordinates any/all Donor and non-profit activities

Board of Directors: the group of individuals who are responsible for Sacred Waters executive decisions and directives.

Sacred Waters Mission Statement

Our mission is to protect and support the health of waters, and the ecosystems that they feed through conservation, advocacy, rehab, and education.

Conservation - We will protect all waters, which means working with public land management agencies and private landowners alike. Our protection and maintenance efforts in a small fish habitat bring prosperity beyond the immediate area. Improvements to fisheries and river habitats, no matter how small and regardless of whether publicly or privately owned benefit the entire river.

Advocacy - The word 'advocacy' takes its roots from the Latin 'ad vocare' meaning to speak for someone. Nature's beauty speaks to those who visit her, but our rivers and fish can't represent themselves in the political arena. This is where we will help. Years of combined guide experience has taught us a thing or two about how to be an advocate for our rivers and fish. Contrary to what a lot of us have been taught, what's best for our rivers and fisheries is also best for fishermen, landowners, and fishing guides. How does this theory become action? Our services protect private waters and tread lightly.

Rehab - One of our all-time favorite ways to give back is through supporting our United States Veterans! The therapeutic benefits of fishing should be enjoyed by everyone. We offer tailored guide services for these Veterans who need a little assistance to experience fishing our waters. For this reason, we support Pagosa Vets for Vets and Project Healing Waters locally and want to give back to support Veterans that have already given so much.

Education - Education is our passport to the future. Tomorrow belongs to the people who prepare for it today. We are of the mindset that when people, regardless of age, better understand our fisheries that they'll naturally be drawn to learn more about good river stewardship. These educated individuals will take actions to protect and improve what we have been given. We provide public and private educational events such as clinics and seminars in our community and online. The result is a growing group of individuals who take what they have learned and apply it in both their sporting and personal lives. These educational roots take hold and are shared with others who utilize the waters and surrounding lands with a caring and gentle spirit.