

LIABILITY WAIVER AND RELEASE CLEMMER RANCH L.L.C. EVENT(S)

Each individual (*Participant*, also referred to as *I* or *me*) participating in activities or events involving horses, ponies, and other farm animals; including but not limited to horseback riding, pony rides, and any and all interaction with and handling of the various farm animals provided in any petting zoo, including but not limited to pigs, goats, sheep, dogs, cats, chickens, ducks, etc. (*Activity*), which are organized or operated by Clemmer Ranch L.L.C. (*Company*) or its affiliates or subsidiaries, must read and sign this Liability Waiver and Release (*Agreement*) prior to participating in any Activity. Participant's parent or legal guardian must also read and sign this Agreement if Participant is a minor. In consideration for being allowed to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (and my parent or legal guardian) agree as follows:

1. **Voluntary Participation.** I understand that my participation in the Activity is strictly voluntary and entirely at my own risk. I acknowledge that my consent to the terms set forth in this Agreement is material inducement for Company to allow me to participate in the Activity, and Company would not do so in the absence of my consent as evidenced by my signature below.
2. **Risk of Personal Injury.** I am aware that there are inherent dangers to riding, handling or interacting with domestic animals and farm animals that include, but are not limited to, uneven terrain or conditions of the property, weather-related dangers, being thrown from or falling off a pony or horse, being kicked, bitten, stomped on, run into, run over, attacked, head butted, jumped on, etc. I am aware of the risks associated with these dangers and with participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location. Nonetheless, I assume all risks, either known or unknown to me, of my participation in the Activity.
3. **Waiver and Release.** On behalf of myself and my successors, assigns, heirs, devisees, estate, and executors (collectively, *Successors*), and to the fullest extent permitted by law, I unconditionally and forever release, waive, covenant not to sue, agree to hold harmless, and discharge Company and its affiliates and subsidiaries, along with each of their officers, directors, employees, agents, landlords, licensors and contractors (collectively, *Released Parties*), from all claims, judgments, costs, damages, losses, expenses, and liabilities, whether arising under a theory of contract, warranty, negligence, strict liability, product liability, or any other theory, relating to any claim I may have now or in the future with respect to any death, disability, personal injury, property damage, property theft, pecuniary or other loss, damage, cost, or expense, including reasonable attorney's fees (collectively, *Damages*), that may be suffered by me or any third party as a result of the Activity or presence on the property, any use by Company of my name, visual likeness, or biographical data, or in connection with my acceptance of, participation in, or inability to participate in the Activity, even if the Damages are caused solely by the recklessness, negligence, or fault of one or more Released Parties (collectively, *Released Claims*). Specifically, I understand that the property is not owned by Company and agree that the owner of the Property shall be a Released Party.

I specifically understand that Company and Released Parties are not insurers of my conduct, and I agree that this Agreement will prevent me and my Successors from bringing a lawsuit, claim, or other action against Company and Released Parties and from recovering any money damages, or other legal relief from Company and Released Parties in connection with any claims for Damages related to the Released Claims.
4. **Indemnification for Minor.** My parent or legal guardian, by the signature below, agrees to indemnify, defend, and hold harmless Company and Released Parties from and against all claims, costs, losses, damages, and expenses (including reasonable attorney's fees) incurred by Company and Released Parties arising out of or in connection with any Released Claims.
5. **Consent to Medical Treatment.** I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illnesses during my participation in the Activity. I agree to pay for all costs related to medical response, treatment, and transport on my behalf. I further warrant and represent that I have health, accident, and life insurance (*Insurance*) adequate for my needs and that the Insurance provides coverage with respect to participation in the Activity.

6. **Damage Caused by Participant.** If any damage to equipment or facilities where the Activity occurs is a result of my willful actions, neglect, or recklessness, I agree to be held liable for all costs associated with the damage.
7. **Consent to Use Likeness.** I give permission irrevocably and in perpetuity to Company and Released Parties to use, adapt, reproduce, distribute, display, and publicly perform my name, visual likeness, writings, and biographical data, in whole or in part, in connection with the promotional or marketing activities of Company and Released Parties without additional compensation to me. I understand that my name, image, and visual likeness may be recorded by various means, including but not limited to still photography and video (*Released Likeness*). I waive to the fullest extent permitted by law any causes of action in law or in equity I may have now or in the future against Company or Released Parties for libel, slander, invasion of privacy, copyright or trademark infringement, violation of the right of publicity, or false light arising out of or in connection with Company's or Released Parties' use of any Released Likeness. I agree that all aspects of any Released Likeness are owned by Company and that Company may copyright any material containing the Released Likeness. If I receive any copy of material containing the Released Likeness, I will not authorize its use by any other party.
8. **General Conditions.** This Agreement should be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any court of law finds any provision of this Agreement to be unenforceable in any respect, it is my intention and understanding that the court will nonetheless enforce this Agreement to the maximum legal extent. To the extent permitted by applicable law, I waive the benefit of any provisions of any statute or other law that might adversely affect the rights of Company or Released Parties under this Agreement. This Agreement is governed by the laws of California, without reference to its choice of law rules. I irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located at Placer County California, with respect to any Released Claims, and I agree not to commence or prosecute any claim in any other court or jurisdiction.
9. **Acceptance by Participant.** I affirm (and my parent or legal guardian also affirms) that I am freely signing this Agreement as an acceptance of the terms and conditions of this Agreement. I certify that I have read this Agreement, that I fully understand its content, and that this Agreement cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**THIS IS A FULL AND COMPLETE LIABILITY RELEASE.
PLEASE READ THE ABOVE AGREEMENT CAREFULLY BEFORE SIGNING.**

PARTICIPANT:

Signature of Parent or Guardian: _____
(if Participant is younger than 18)
Print Name of Minor Participant: _____
Date: _____

Signature of Parent or Guardian: _____
(if Participant is younger than 18)
Print Name of Minor Participant: _____
Date: _____

PARENT or GUARDIAN:

(Participants 18 or older)
Signature of Parent or Guardian: _____
Print name of Parent or Guardian: _____
Date: _____

PARENT or GUARDIAN:

(Participants 18 or older)
Signature of Parent or Guardian: _____
Print name of Parent or Guardian: _____
Date: _____