

## **VOLUNTARY RELEASE - ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT**

In consideration of being allowed onto the ranches owned or operated by as set out on attached Exhibit "A" (hereinafter collectively referred to as "Owners"), I WAIVE, RELEASE AND DISCHARGE EACH OF THE OWNERS, including their officers, directors, shareholders, members, managers, agents and employees, adjoining property Owners and all persons acting by or through or in concert with them (hereinafter collectively referred to as the "Released Parties") from and against any and all claims, causes of action, demands, liabilities or charges of whatever nature, including but not limited to PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, which I and/or a minor child, of whom I am the legal or custodial guardian, may have against the Released Parties arising out of or relating to my and/or my minor child's activities on, use of or presence on real property and improvements owned or operated by the Owners including the use of the Personal Property (defined below), WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, and I AGREE NOT TO SUE THE RELEASED PARTIES.

I acknowledge that I am fully aware of the risks and hazards inherent in entering upon the Owners' ranches and participating in Recreational Activities upon the ranches, which risks include by way of example, not limitation, the unpredictable nature of domesticated and range animals, accidental shootings, accidents, remote terrain, wild animals including predators, lack of medical care, lack of water, forces of nature, uneven slopes and road hazards, unstable soil and holes from burrowing animals and range animals, among others, and I hereby elect to voluntarily enter upon the Owners' ranches, knowing that the condition of the ranches may become more hazardous and dangerous as a result of my and/or other users' Recreational Activities on the ranches, or my and/or other persons' use of the Owners' land and improvements; and horses, tack, vehicles and personal property owned, leased, maintained and used by the Owners (collectively "Personal Property"), and I VOLUNTARILY ASSUME ALL RISKS KNOWN OR UNKNOWN OF LOSS, DAMAGE, PERSONAL INJURY OR DEATH HOWEVER CAUSED that may be sustained by me and/or my minor child or a minor child under my care in or about the Owners' ranches or when using the Released Parties' Personal Property.

I agree to INDEMNIFY THE RELEASED PARTIES AND TO PROTECT, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ALL CLAIMS, INJURIES, LOSSES AND DAMAGES of whatever kind including but not limited to consequential, incidental and other damages, the expenses of litigation including attorneys fees, costs, expert fees, the expenses related to accidental fire, contamination, and/or emergency services, arising from my use of or activities conducted on the Owners' ranches or use or activities of my minor child or a minor child under my care. I further agree to indemnify, protect, defend and hold Released Parties harmless from and against any and all attorneys' fees, expenses, damages, awards, fines and liabilities incurred in connection with any claim, or any action or proceeding which arise from my and/or my minor child's presence, use or the activities on the Owners' ranches, use of the Personal Property, and/or arise from the presence of a MINOR CHILD whom I have brought onto the Owners' ranches. My obligation to indemnify the Owners shall arise in all matters except where the grossly negligent or willful conduct of the Owners, their agents and employees has given rise to the claims, damages and liabilities.

If I bring a minor child or permit my minor child to go onto the Owners' ranches or use the Personal Property, this release shall cover and include each such minor child. I understand that IT IS MY OBLIGATION TO SUPERVISE EACH AND EVERY MINOR CHILD UNDER MY CARE,

and to whatever extent I decide is necessary. I further acknowledge that the Released Parties do not assume any obligation to me in any manner to supervise, watch or protect any minor child and I expressly assume that obligation and all damage, liability and claims which arise from a breach of that obligation.

This agreement shall bind my heirs, legal representatives and assigns.

"Recreational Activities" as used in this agreement shall include by way of example but are not limited to the following activities:

Fishing, hunting, shooting, archery, trapping, camping, water sports, hiking, spelunking, sport parachuting, riding, including horseback riding, animal riding, powered vehicle operation or riding, including but not limited to automobiles, ATVs, motorcycles, farm equipment and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, hang gliding, winter sports, human powered vehicle operation and riding including by way of example but not limitation, cycling, skateboards, land boards, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites, round-ups, brandings and other activities related to range and domesticated animals. This list is illustrative and Recreational Activities shall be interpreted to include all such non-commercial activities that I or my minor child may engage in while on the Owner's Ranches.

This agreement shall be valid and in effect, and shall be considered renewed without further action by me during each occasion I or my minor child or a minor child under my care is on the Owners' ranches and/or using the Personal Property, unless it is specifically revoked by a written notification given to the Owners at P.O. Box 1298, Hollister, CA 95024. The revocation will become effective only on actual receipt by Owners. At such time permission to enter upon the Owners' ranches shall be deemed revoked.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM VOLUNTARILY RELEASING LEGAL RIGHTS BY SIGNING IT, AND I AM VOLUNTARILY ASSUMING ALL RISKS KNOWN AND UNKNOWN OF INJURY AND LOSS HOWEVER CAUSED FOR MYSELF AND MINOR CHILDREN I BRING ONTO THE OWNERS' RANCHES AND ASSUMING THE OBLIGATION TO INDEMNIFY THE OWNERS FROM ALL DAMAGES, COSTS AND EXPENSES ARISING OUT OF MY OR MY MINOR CHILD'S PRESENCE ON THE OWNERS' RANCHES.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Recreational User

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

Exhibit "A" Owners

I HEREBY WARRANT THAT I AM THE LEGAL GUARDIAN OR CUSTODIAL PARENT OF THE MINORS IDENTIFIED BELOW, AND AGREE ON MY OWN AND ON SAID MINORS' BEHALF TO THE TERMS AND CONDITIONS OF THE FOREGOING VOLUNTARY RELEASE – ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Guardian's Signature

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

Names of Minors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parent Contact Information:

Mother's Name: \_\_\_\_\_

Telephone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Office: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Telephone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Office: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

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## Exhibit A

<b><u>RANCHES</u></b>	<b><u>OWNERS/OPERATORS</u></b>
<p><b><u>QUIEN SABE RANCHES</u></b></p> <p>A. Quien Sabe            B. North Quien Sabe            C. QS Rock Pile            D. QS Buena Vista            E. Green Canyon            F. QS Green Canyon Creek, LLC            G. Cibo Peak            H. Hay Camp Headquarters</p>	<p>Las Aguilas Corporation            North Quien Sabe, LLC            QS Rock Pile, LLC            QS Buena Vista, LLC            QS Green Canyon, LLC            QS Green Canyon Creek, LLC            Cibo Peak, LLC            Hay Camp Headquarters, LLC</p>
<p><b><u>LAS AGUILAS RANCH</u></b></p> <p><b><u>LONE TREE RANCH</u></b></p> <p>A. Lone Tree Ranch            B. East Lone Tree Ranch</p> <p><b><u>FRANDSEN RANCH</u></b></p> <p><b><u>HANSEN RANCH RANCH</u></b></p> <p><b><u>HAWKINS RANCH</u></b></p> <p><b><u>COOK RANCH</u></b></p>	<p>Las Aguilas, LLC</p> <p>Lone Tree Ranch, LLC            East Lone Tree Ranch, LLC            Henrietta East Range, LLC</p> <p>Frandsen, LLC</p> <p>Hansen Ranch, LLC</p> <p>Hawkins Ranch, LLC</p> <p>Cook Ranch, LLC</p>
<p><b><u>FRENCH RANCHES</u></b></p> <p>A. Cathedral Peak            B. M&amp;J French Ranch            C. Mariposa Peak            D. French Company</p>	<p>Cathedral Peak, LLC            M&amp;J French Ranch, LLC            Mariposa Peak, LLC            Quarter Circle Cross, Inc.            French Company            Lone Oak Productions, LLC            Slash Cross Bucking Horses</p>
<p><b><u>SLACK &amp; RILEY RANCHES</u></b></p> <p>Slack &amp; Riley            Los Canones del Halcon            Los Llanos del Halcon            Los Cerros del Halcon</p>	<p>Slack &amp; Riley, LLC            Los Canones del Halcon, LLC            Los Llanos del Halcon, LLC            Los Cerros del Halcon, LLC            Red Hawk Sport, LLC</p>

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

Mailing Address:

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Emergency Contact:

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

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_