

**FAMILY MEMBER/SHAREHOLDER
RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

READ CAREFULLY BEFORE SIGNING

Voluntary Participation and Release and Waiver

I, _____ acknowledge that I may go on/use the Kerckhoff Ranch Co.'s land ("Kerckhoff") on behalf of _____ to assist with its cattle grazing activities. In consideration for the permission to go on the Kerckhoff, **I hereby release, covenant not to sue, and forever discharge, hold harmless, and indemnify Kerckhoff Ranch Co.,** and any of its officers, directors, shareholders, agents, successors and assigns **from any and all liabilities, claims, and demands of whatever kind and nature** (including, but not limited to, bodily injury, illness, property damage and/or death) **that arise from the ordinary negligence by any officer, director, shareholder or agent of Kerckhoff Ranch Co.,** or any of its successors or assigns, relating to my use of the Kerckhoff. **I further hereby voluntarily waive any and all claims and demands resulting from ordinary negligence** that may be made by me and/or my children, family, estate, assignees, heirs, distributes, guardians, and legal representatives.

Assumption of Risk

I understand that certain activities that may be associated with my use of the Kerckhoff may be hazardous, including but not limited to, the working of cattle and uneven and rough roads. I further understand that the Kerckhoff is located in a fire hazard area and that access to and from the Kerckhoff in the event of fire is limited further increasing the risk of use. I further understand that the shooting of firearms for hunting and target shooting occurs on the Kerckhoff and adjacent ranches. I understand that these risks could result in injury or death to me. I acknowledge and understand that it is my responsibility to familiarize myself with the particular hazards associated with my use of the Kerckhoff. **I am voluntarily using the Kerckhoff with knowledge of the dangers involved, and I hereby agree to accept any and all risks** of bodily injury, illness, property damage, and/or death associated with my participation.

Interpretation of Agreement – Understanding of Agreement/Giving up Rights

I understand that this Release of Liability, Waiver, and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of California and agree that if any portion is held invalid, the remainder will continue in full force and effect. I affirm that I am of legal age. I have read this Release of Liability, Waiver, and Assumption of Risk Agreement carefully, and fully understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be otherwise available that arise from the ordinary negligence of Kerckhoff Ranch Co. and its officers, directors, shareholders, agents, successors and assigns.

Date: _____

Date: _____

Name: _____

Kerckhoff Ranch Co.

Signature: _____

By: _____