

**FOR SHAREHOLDER GUEST
RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

READ CAREFULLY BEFORE SIGNING

Voluntary Participation and Release and Waiver

I, _____ acknowledge that I am voluntarily going on/using, or authorizing my minor child to go on/use, the Kerckhoff Ranch Co.'s ranch land near Arroyo Grande, California (the "Ranch") on the following date(s) _____ for the following activity: _____. As consideration for the permission to go on/use the Ranch, **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 Ranch. **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, distributees, guardians, and legal representatives.

Assumption of Risk

I understand that certain activities that may be associated with my use of the Ranch may be hazardous, including but not limited to, seeing wild animals such as rattlesnakes, mountain lions and bears, and travelling over uneven and rough roads. I further understand that the Ranch is located in a fire hazard area and that access to and from the Ranch 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 Ranch and adjacent ranches. I understand that these risks could result in injury or death to me or my minor child. I acknowledge and understand that it is my responsibility to familiarize myself with the particular hazards associated with my or my minor child's use of the Ranch. **I am voluntarily using or authorizing my minor child to use the Ranch 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.

Name of Participant

Signature of Participant or Parent/Guardian if
Participant is under 18

Date: _____

Kerckhoff Ranch Co.

Date: _____