

**RELEASE AND WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT**

In Consideration of being permitted to enter the property commonly known as Walker's Cabin, 400 Avenue Chateau, Kelsey, California for any purpose including but not limited to hiking, riding, swimming, rock climbing and other outdoor recreational activity, THE UNDERSIGNED, for herself/himself, her/his personal representatives, heirs, and next of kin, hereinafter referred to as "RELEASORS", acknowledges, agrees and represents as follows:

THE UNDERSIGNED FOR RELEASORS INCLUDING MINOR CHILDREN:

1. Hereby releases, covenants not to sue, waives, and discharges RAND HEER, and VALERI HEER individually hereinafter referred to as "RELEASEES", from all liability to the undersigned, his/her personal representatives, assignees, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise while the undersigned is in or upon the subject property, or any property while riding a horse owned by RELEASEES,
2. Hereby agrees to defend, indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or about the subject property or any property while riding a horse or ATV owned by RELEASEES, and whether caused by the negligence of the RELEASEES or otherwise;
3. Hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of RELEASEES or otherwise while in or upon the subject property or any property while riding a horse owned by RELEASEES,
4. The undersigned has read and fully understands the language of Section 1542 of the Civil Code of the State of California:

" A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

Having been so appraised, the undersigned elects to and does assume all risk for claims, known or unknown, heretofore or hereafter arising from the subject of this release, and specifically waives any rights he may have under Section 1542.

THE UNDERSIGNED expressly acknowledges and agrees that horseback riding and other contemplated outdoor recreational activities are hazardous activities and involve the risk of serious injury and/or death and /or property damage. Further expressly acknowledges and agrees that there are wild animals in the woods including but not limited to mountain lions and rattlesnakes which are dangerous. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted under the laws of the State of California and that if any portion of this release, waiver, and indemnity agreement is held invalid, it is agreed that the balance shall continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. THE UNDERSIGNED AGREES SHE HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS DOCUMENT WITH LEGAL COUNSEL OF HER CHOICE, and further agrees that no oral representations, statement or inducements apart from the foregoing written agreement have been made.

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Signature: parent / THE UNDERSIGNED (Please print & sign)

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\_\_Address/phone