

RELEASE FROM LIABILITY & ASSUMPTION OF THE RISK AGREEMENT

READ CAREFULLY BECAUSE THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AND WARNS YOU OF THE MANY DANGERS WHILE PARTICIPATING IN THE QUICK N' DIRTY MTB RANCHO RAMBLER EVENT AT RANCHO GUEJITO.

In consideration of and in return for being permitted to participate in the cycling and/or trail work event and related social activities (the "Event") at Rancho Guejito (the "Ranch" or "Premises") on **APRIL 20, 2019**, the undersigned, on behalf of themselves, their representatives, assigns, executors, heirs, and if applicable, on behalf of their minor child or children (collectively "Rider"), hereby agree as follows:

1. Release of Liability

Rider hereby fully and forever releases, waives, and discharges the Ranch and its employees, ranch hands, managers, agents, representatives and assigns, and all other persons, firms, associations, and each of them who are or might be liable in any way (collectively "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Rider may or might have against Releasees or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries to Rider, damage to Rider's personal property, and any consequences thereof, which Rider may sustain due to the ordinary negligence of the Releasees related in any way to the Event. Rider further agrees that except for the gross negligence or willful misconduct of the Releasees, Rider shall not bring any claim, demand, legal action against and/or sue the Releasees for any economic or non-economic loss due to bodily injury, death, property damage, and/or injury while on the Premises or because of the operations and conduct of Releasees, which includes the operations or conduct of the Ranch related to the Event.

2. Hold Harmless

Rider hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them, or any of them, which arise out of the active or passive negligence of the Releasees while Rider is at the Ranch.

3. Assumption of Risk

RIDER HEREBY ACKNOWLEDGES AND ASSUMES THE RISK THAT MOUNTAIN BIKE RIDING AND TRAIL WORK ACTIVITIES CAN BE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH, AND/OR PROPERTY DAMAGE. Rider also expressly acknowledges that injuries received may be compounded or increased by negligent maintenance of the Premises, faulty or improperly secured equipment, improper instruction and supervision, Acts of God, negligent rescue operations or procedures by the Releasees, independent actions by other riders, or others who use the Premises or are not affiliated with Releasees.

Rider acknowledges that the Ranch is bordered by roads and trails that are open to the public and the Ranch cannot control the drivers or riders who use the roads and/or trails from causing a disturbance that may cause other riders or others to react suddenly. Moreover, the Ranch contains roads and driveways that are traversed by cars, tractors, trailers, and heavy equipment which may or may not be driven by Ranch personnel.

4. Emergency Medical Care Authorization for Minors

In the event of injury to a minor child for whom Rider is or may be responsible, in the absence of Rider's presence or contrary authorization, Rider authorizes the Ranch to act on the Rider's behalf to obtain emergency medical care that may be necessary to protect the injured minor.

5. Riding Helmet and Apparel Warning

Rider acknowledges that all riders should wear protective headgear while riding and understands that the wearing of such helmet may reduce the severity of any injury occurred. If Rider chooses not to wear such helmet, Rider assumes all such risk of injury resulting therefrom. Rider further agrees that all minors must wear protective headgear while riding.

Rider acknowledges that protective clothing should be worn while riding or working on trails. Rider understands that he or she assumes the risk of injury if he or she chooses to wear clothing or shoes/boots that are not recommended.

6. Personal Property

Rider acknowledges that while on the Premises, direct loss or damage, theft, or injury to Rider's equipment and/or personal property may not be covered by the Ranch's insurance. The Ranch shall not be responsible for such lost, damaged, stolen or injured property. Rider understands that he or she is responsible for carrying health insurance and personal property insurance.

7. Governing Laws

This Agreement shall be governed by the laws of the State of California and will be enforced and interpreted pursuant to such laws. Rider agrees that this Agreement extends to all acts of ordinary negligence of the Ranch and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion of this Agreement is invalid, it is agreed that the balance shall continue in full legal force and effect. Rider agrees that this Agreement contains all appropriate warnings. Rider further agrees that no oral representations or statements made by Releasees will modify or invalidate any portion of this Agreement and Rider has not relied on any oral representations or statements made that are contrary or modify the above warnings and waiver.

RIDER HAS READ THIS AGREEMENT AND UNDERSTANDS THE WARNINGS, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY CONTAINED HEREIN AND AGREES TO THE SAME AS SET FORTH ABOVE ON BEHALF OF HIMSELF OR HERSELF, HIS OR HER HEIRS, ASSIGNS, EXECUTORS, REPRESENTATIVES AND

WHERE APPLICABLE, HIS OR HER MINOR CHILD OR CHILDREN AND THEIR HEIRS, ASSIGNS, EXECUTORS OR REPRESENTATIVES.

8. Knowing And Voluntary Execution

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE RANCH. I AM SIGNING THIS RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK AGREEMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Rider's Name (printed) _____
Date

Adult Rider's Name (printed) _____
Date

Parent or Guardian (if Rider under 18) _____
Date

Rider's Address: _____

Telephone/Cell: _____

Emergency Contact:

Name: _____

Relationship: _____

Telephone: _____