

RELEASE OF CLAIMS, ASSUMPTION OF RISK,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
CALIFORNIA GROUNDS

Welcome to our grounds! *While we are happy to make our grounds available to you, your guests and others, there are certain things that you must understand and agree to if you are to make use of the grounds.*

*The specific grounds being made available to you from time to time (collectively, the "Grounds") consist of one or more properties located in the State of California and owned, leased, managed, or otherwise controlled in whole or in part by or through Mead Ranch, Sea View Association, Lakeside Ranch, Lakeside Corporation, Hi-Lo Club, Hi-Lo Ranch, Fremont Investors, Inc., HLQ Corp., and/or the lessors, lessees, easement holders, easement grantors, licensees, or licensors of one or more of such named parties or their affiliates. The various parties described in the preceding sentence and all other parties with rights or obligations to use or manage any such property, and all such various and other parties' respective partners, officers, directors, shareholders, members, agents, employees, beneficiaries, successors and assigns and any other individual associated with any of them are collectively referred to as the "**Owners**." The attached Exhibit A contains a partial list of properties that may be included in the Grounds being made available to you.*

*The Grounds may be both improved and unimproved. There are certain natural and man-made hazards that may exist on the Grounds, and none of the **Owners** makes any representations regarding the condition of the Grounds. Entry onto the Grounds is at your own risk. If you nonetheless choose to use any of the Grounds, you agree that you alone will assume and bear the risk of injury or damage to your person, dogs and/or property and that you alone will be responsible for any injury or damage you, your guests, or your dogs cause while on the Grounds. Before you use any Grounds you should be sure that you have adequate insurance to cover any and all risks of use.*

In consideration of the privilege of entering upon the Grounds for purposes of engaging as a participant, spectator or otherwise in any activities taking place on the Grounds, including, without limitation, exercising, training or competing field retriever dogs through membership in or by permission of any **Owner**, hunting, or any related or unrelated activity involving the Grounds, you on your own behalf and on behalf of your heirs, legal representatives, successors and assigns (collectively, the "Entrant"), hereby, to the fullest extent permitted by law, agree as follows:

1. Entrant ASSUMES ALL RISK of damage to property or injury to or death of persons and/or dogs in, upon or about the Grounds and further WAIVES, RELEASES AND FOREVER DISCHARGES the **Owners**, and each of them, from and against any and all claims, losses, judgments, liabilities, damages, injuries (including, without limitation, death), causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and all reasonable investigative and discovery costs) (collectively, "Claims"), arising from or in connection with Entrant's use and/or

enjoyment of the Grounds and access to and from said Grounds and all lands adjoining or associated therewith, Entrant's activities thereon, or things done, permitted or suffered by Entrant on or in connection with the Grounds, whether or not caused in whole or in part by any **Owner's** act or omission, whether negligent (passive or active) or intentional.

2. Entrant represents and warrants that he/she has read and fully understands the provisions of Section 1542 of the California Civil Code which states as follows:

“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.”

Entrant hereby expressly waives and releases any right or benefit under Civil Code Section 1542.

3. In further consideration of the privilege of entering upon the Grounds, Entrant agrees, at its expense, to INDEMNIFY, DEFEND, PROTECT, and HOLD HARMLESS the **Owners** (and each of them) from any and all Claims for injury (including, without limitation, death and physical, psychological and emotional injuries) to any person and/or dogs, or damage to any property whatsoever, arising from or caused by (whether in whole or in part, directly or indirectly), any occurrence in, on or about the Grounds arising out of or in consequence of the acts, omissions, negligence, recklessness, or willful misconduct of Entrant, Entrant's guests or any other persons Entrant permits to be on the Grounds (each, a “Guest”) or Entrant's (or a Guest's) participation in any event held on the Grounds.

4. Any **Owner** who has granted Entrant permission to use the Grounds may revoke that permission at any time. This Release of Claims, Assumption of Risk, Hold Harmless and Indemnification Agreement constitutes the entire agreement between Entrant and the **Owners** with respect to the subject matter hereof and shall not be modified, except in writing signed by Entrant and an authorized representative of the **Owner** who granted Entrant permission to use the Grounds.

5. By your signature below, you acknowledge that you have read this Release of Claims, Assumption of Risk, Hold Harmless and Indemnification Agreement, and agree to be bound by it.

Signed:

Signed:

Signature of Entrant

Signature of Parent/Guardian

Print:

Printed Name of Entrant

Print:

Printed Name of Parent/Guardian

Date:

Date:

Exhibit A
List of Properties¹

Hi-Lo Ranch

1481 Woodruff Lane
Marysville, CA 95901

Mead Ranch

17410 Uvas Road
Morgan Hill, CA 95037

Lakeside Ranch (3 locations)

19050 Uvas Road	19900 Uvas Road	19850 Uvas Road
Morgan Hill, CA 95037	Morgan Hill, CA 95037	Morgan Hill, CA 95037

Staudenraus Ranch (450 acres)

11976 Rameriz Road
Yuba & Butte County

Wild Goose Club

14561-C North Butte Road
Live Oak, CA 95953-9523

Western Water Property

227 acres located on Loma Rica Road, Yuba County, California

¹ All acreages listed above are approximations. Also, this list of properties may not be comprehensive. The attached Release of Claims may cover additional California properties not specifically listed above.