

WAIVER, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I know that entry on property located at **5385 Road 110 Rd, Hopland, CA 95449** (Subject Property: **ABUDANZA! Ranch**) is at my own risk. I assume all risks associated with entry, including but not limited to falls, contact with other people, the effects of weather, including high heat and/or humidity, rain, snow, ice, the conditions of the paved and unpaved areas of the Subject Property, encounters with wildlife, tick bites and subsequent diseases, acts of God, and agree to follow all rules and laws, and agree to behave responsibly and to treat the property and land with responsibility, respect and care, all such risks being known and appreciated by me.

Waiver: In consideration of being permitted to enter the Subject Property, **ABUDANZA! Ranch**, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the LLC ABUDANZA! (Successor Agency), or the individual members or any of their officers, employees, agents and volunteers from any and all claims or liabilities including but not limited to personal injury, accidents or illnesses (including death), and property loss due to the negligence of the Successor Agency or the County of Mendocino, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, entry to **ABUDANZA! Ranch**.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless ABUDANZA! LLC, and their officers, employees, agents, members and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visiting **ABUDANZA! Ranch** and to reimburse them for any such expenses incurred by them from my entry to **ABUDANZA! Ranch**.

Severability: The undersigned further expressly agrees that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

NOTE: I also specifically agree not to light any candles, fires or smokables (pipes, cigarettes, etc.) without property owner's explicit consent!

IMPORTANT: THIS DOCUMENT RELIEVES THE SUCCESSOR AGENCY AND THE COUNTY OF MENDOCINO AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

All entrants must sign waiver. (If under age 18, a parent or legal guardian must sign waiver)