

PARCIPATION AGREEMENT, RELEASE, INDEMINTY AGREEMENT AND ASSUMPTION OF RISK

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGANURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, the undersigned, in consideration of the Holman Ranch, LLC, it's officers, agents or representatives (hereinafter referred to as "Holman Ranch") allowing me access to its real property, hereby agree to release and discharge Holman Ranch, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that while using the Holman Ranch property, I am about to voluntary engage in an activity that bears certain known risks and unanticipated risks which could result in injury, death, or illness or disease, physical or mental, or damage to myself, and to my property. I acknowledge that my use of the Holman Ranch property involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES, DEATH, AND POSSIBLE DAMAGE TO PROPERTY.
3. I voluntarily assume the risk and danger of injury or death, and/or property damage inherent in the use of the Holman Ranch real property.
4. I RELEASE, DISCHARGE AND PROMISE NOT TO SUE Holman Ranch doing business under it's own name or any other name/or any of it owners, officers, employees, and agents (hereinafter referred to as "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to an loss, damage, or injury (including death) to my person or property.
5. I release the Releasees from any claim that such Releasees are or may be negligent in connection with my experience or ability, including buy not limited to, the condition of the Holman Ranch real property.
6. I INDEMITY, AND SAVE AND HOLD HARMLESS Holman Ranch and it's employees and agents from and against an loss, liability, damage or cost that many incur arising out of or in any way connected with either my use of the real property owned by Holman Ranch, or an acts or omissions of its employees or agents.
7. I agree to abide by and follow any instructions given or rules established by Holman Ranch or any of its employees, or agents with regards to my use of the real property owned by the Holman Ranch.
8. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while using the real property owned by the Holman Ranch, and to cover bodily injury or property damage caused to a third party as a result of my participation in such activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
9. I represent that, to the best of my knowledge, I do not have a health condition that would make it inadvisable for me to use the real property owned by the Holman Ranch, and that I am not under the influence of alcohol or drugs.
10. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California Law, and that in the event any portion of this Agreement is determined invalid, illegal, or enforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
11. I acknowledge that this document is a contract and agree that if a lawsuit is filed against Holman Ranch or it's owners, agents, employees, or agents for any injury or damage in breach of its contract, the Undersigned will pay all attorney's fees and costs incurred by Holman Ranch in defending such as action.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETEY, UNDERSTAND THAT IT

AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE FOR ALL CLAIMS.

Signature of Participant:

Print Name

If Under 18, Signature of Parent or Guardian

Print Name

Address _____

Date: _____