

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY BEFORE SIGNING

Voluntary Participation and Release and Waiver

I, _____, acknowledge that I am voluntarily using, or authorizing my minor child to use, Fort Hope, and/or the Pat and Leigh Ann Loomis property at 8020 Mary Hall Road, in Arroyo Grande, California on the following date(s): _____ for the following activity: _____.

As consideration for that use, I hereby release, covenant not to sue, and forever discharge, hold harmless, and indemnify Fort Hope – and any of its owners, partners, employees, agents, successors, board members, assigns, and affiliated organizations, and Pat and Leigh Ann Loomis and their families, and/or the Tar Spring Rancho – from any and all liability, claims, and demands of whatever kind and nature (including, but not limited to, bodily injury, illness, property damage, and/or death) that arise from the ordinary negligence by any employee, volunteer, or agent of Fort Hope Inc. and the Loomis family, and/or the Tar Spring Ranch, or any of their successors, assigns, and affiliated organizations, relating to my or my minor child(ren)'s use of Fort Hope and the Loomis family property. I further hereby voluntarily waive any and all claims and demands resulting from ordinary negligence that may be made by me and/or my children, family, estate, assignees, heirs, distributees, guardians, and legal representatives.

Assumption of Risk

I understand that certain activities that may be associated with my or my child(ren)'s use of Fort Hope and the Loomis family property may be hazardous, including, but not limited to, the use of potentially unstable or otherwise dangerous structures, a pond area, and uneven and rough trails, walks, and roads. I further understand that Fort Hope and the Loomis property on the Tar Springs Ranch is located in a fire hazard area and that access to and from Fort Hope and the Loomis property on the Tar Springs Ranch, in the event of fire, is limited, further increasing the risk of use. I understand that these risks could result in injury or death to me or my minor child(ren). I acknowledge and understand that it is my responsibility to familiarize myself with the particular hazards associated with my or my minor child(ren)'s use of Fort Hope, the Loomis property, and the Tar Springs Ranch. I am voluntarily using, or authorizing my minor child(ren) to use Fort Hope, the Loomis family property, and the Tar Springs Ranch with knowledge of the dangers involved, and I hereby agree to accept any and all risks of bodily injury, illness, property damage, and/or death associated with my or my child(ren)'s participation.

Interpretation of Agreement

I understand that this Release of Liability, Waiver, and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of California and agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Understanding of Agreement/Giving up Rights

I affirm that I am of legal age. I have read this Release of Liability, Waiver, and Assumption of Risk Agreement carefully, and I fully understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be otherwise available that arise from the ordinary negligence of Fort Hope, the Pat and Leigh Ann Loomis families, the Tar Spring Ranch, and its owners, partners, agents, successors, assigns, employees, volunteers, and affiliated organizations.

Name(s) of Participant(s) _____

Signature of Participant or Parent/Guardian if Participant is under age 18

_____ Date _____

Signature of Agent for Fort Hope, the Loomis family, or Tar Springs Ranch

_____ Date _____