

**WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

**KICK ON RANCH & KICK ON VINEYARD**

**Steve & Cindy Lyons (“Owners”)**

**7400-7425 Old Careaga Ranch Rd., Los Alamos, CA**

**825 Highway 135, Orcutt, CA 93455**

**HELMETS REQUIRED FOR ALL RIDERS**

In consideration of the permission granted to myself, individually, and on behalf of those minors listed below, to enter in, onto and across the real property belonging to, or under the control of Owners, including Kick On Ranch, Kick On Vineyard and/or Rancho Dos Alamos, (“Ranch”) and the use of personal property thereon either owned by me, Owners, or others, I hereby waive, release, indemnify and discharge the Ranch and Owners, as well as their agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (“Representatives”) on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**ACKNOWLEDGEMENT OF RISK:**

I understand that the activities which I will engage in may involve using horses, equipment, receiving instruction, engaging in activities, including but not limited to riding horses, driving or riding in off-road vehicles, hiking, hunting and/or be a spectator of any of the above, all of which are hazardous and dangerous activities that can result in serious injury, disability, or death and property damage. I acknowledge that the Ranch is a working ranch and entrance onto a ranch will entail known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. Said risks include but are not limited to potential exposure to chemicals and equipment used in agricultural operations, non-potable water, dangerous and unstable terrain whether natural or human-caused, injury from behavior of dogs, hounds or wild animals, and unpredictable weather conditions and I understand that such risks cannot be eliminated.

**ASSUMPTION OF RISK:**

I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in activities, or the negligent acts or omissions of the Released Parties defined below.

**WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:**

Knowing the risks, I nevertheless agree to release and forever discharge Owners from any liability or responsibility to me, my heirs, guardian, or legal representatives, for accident, damage, injury, illness or death to person or property, and all persons or entities acting on their behalf, from any and all claims, actions, damages, liability, costs, or expenses and attorney fees which are in any way related to, arise out of, or are in any way connected to activities on the Ranch, whether or not such claim is caused by the negligence of Owners or their Representatives.

I agree not to sue or exercise any legal right to present claim against Owners or their Representatives or seek damages from them and I will indemnify, defend, and hold them harmless from any claim. I understand that I am hereby giving up all rights for myself, my heirs, my guardian and legal representatives, to make claims of any kind against Owners or their Representatives, in the event that I suffer injury, death or loss of property while at the Premises.

I acknowledge that if anyone is hurt or property is damaged during my time on the Ranch, I may be found by a court of law to have waived my right to maintain a lawsuit against Owners or their Representatives on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against Owners or their Representatives, I agree to do so solely in the County of Santa Barbara, California and I further agree that the substantive law of California shall apply in that action without regard to any conflict of law rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Should Owners or their Representatives be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**MEDICAL CARE/TREATMENT:**

I hereby grant Owners and their Representatives my permission, but without any obligation to do so, to initiate emergency first aid treatment for myself and/or my minor children in the event such treatment is reasonably required, which determination may be made in their sole and absolute discretion.

**COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:**

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTOOD ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. IN ADDITION, IF I AM RIDING I ACKNOWLEDGE THAT I MUST WEAR A HELMET AT ALL TIMES WHILE MOUNTED** \_\_\_\_\_ Initials

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's if, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

If I am signing this on my own behalf, I represent that I am at least 18 years of age and have full capacity to sign and if I am signing this on behalf of my child, that I am that child's parent or legal guardian with full authority.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification  
(must be completed for all persons under the age of 18)**

In consideration of \_\_\_\_\_ (minor's name) ("Minor") being permitted to enter in, on and across the Ranch, I further agree to indemnify and hold harmless the Ranch and Owners and Representatives from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use by Minor.

Signature of Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_