

Rocky Hill Ranch Liability Waiver:

In consideration of my visiting and utilizing the land facilities of Rocky Hill Ranch, I hereby freely agree to and make the following contractual representations and agreements. I fully realize the dangers of participating in both on and off road bicycling, hiking and running as well as camping, swimming and participating in any water sport activity.

I fully assume the risks associated with such participation including, by way of example and not limitations, the following: the dangers of collisions with pedestrians, livestock, wildlife, vehicles, other bicyclists, fixed or moving objects; the dangers arising from activities associated with special events enacted or promoted by others, surface hazards, equipment failure, inadequate safety equipment and weather conditions; the danger of contact with biting insects, reptiles and mammals; the dangers of participating in any water or play activity including drowning; and the possibility of serious physical and/or mental trauma including death.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively termed "successors") any and all rights and claims which I have or which may hereafter accrue to me against Hilil, Inc., Rocky Hill Ranch, Grey Hill Jr., Pam Hill, any of their employees, designates or heirs, any property owners, law enforcement agencies, all public utilities, special districts and properties (and their respective agents, officials and employees) through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation with activities at Rocky Hill Ranch or travel to or from Rocky Hill Ranch. I agree that it is my sole responsibility to be familiar with the conditions of the trail, camping, swimming, special events, and recreational areas.

I understand and agree that situations may arise during participating in activities at Rocky Hill Ranch that may be beyond the immediate control of the property owners and I must partake in any and all activities so as to neither endanger myself or others.

I accept responsibility for the condition and adequacy of my bicycle equipment and any other related personal equipment used on Rocky Hill Ranch. While riding my bicycle on Rocky Hill Ranch and any of the adjoining properties being utilized or leased by Rocky Hill Ranch, I will wear an ANSI, SNELL, ASTM, or CPSC rated helmet, properly affixed to my head and I assume all responsibility and liability for the selection and fit of such a helmet.

I have no physical or mental condition which to my knowledge would endanger myself or others if I participate in this event, or would interfere with my ability to participate in activities at Rocky Hill Ranch. I agree for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for all the expenses (including legal fees) incurred by the other party or parties in defending his, her or themselves against my claim. This agreement may not be modified orally and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as a consent to any subsequent waiver or modification.

AGREEMENT AND WARNING: I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

Provide required information on Page 2

Fill out each of the following:

Print First and Last Name:

Street Address, City, State, Postal Code:

Phone Number:

Email:

Emergency Contact Name and Phone Number:

Sign, agreeing to the terms of the waiver:

Signature: _____ Date: _____