

19th Hole Ranch Rodeo

Event: 19th Hole Ranch Rodeo Location: Fox Creek Ranch, 15830 Cienega Road, Hollister, CA
Date: September 9, 10 & 11, 2011

RELEASE FROM LIABILITY AGREEMENT

Participant Name _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING FOX CREEK RANCH, FOX CREEK FUND, LLC, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES, AND FLORIAN BARTH, LORI BARTH RIAN BARTH AND PAT ABERCROMBIE individually, and CARLOS CASTILLO, SHAWNA CASTILLO (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LIABILITY. 19th HOLE RODEO "RELEASE FROM LIABILITY" AGREEMENT IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

As a consideration for being allowed to participate, complete, and enter restricted areas (herein defined as included but not limited to the rodeo area, chutes, pens, areas reserved and intended for participants or restricted to general public, and all walkways) in the named event or rodeo the person named above agrees to the following:

The undersigned acknowledges that rodeos and other livestock events (herein after referred to as RODEO) are dangerous activities and that the participation in rodeo, as either a contestant, an employee, volunteer or visitor, exposes the participant to a substantial and serious risk of property damage, personal injury or death. I also understand that my participation in such activities may result in injury or illness, including but not limited to: emotional and/or bodily injury. Burns, abrasions, exposure to water-borne pathogens, disease, strains, fractures, head injuries, neck injuries, joint injuries, eye injuries, paralysis, heart attacks, other ailments that could cause serious disability, loss of limbs or death. These risks and dangers may be caused by the negligence of rodeo participants, rodeo staff members, the negligence of others, accidents, breaches of contracts, interaction with wild calves, wild life, the force of nature, equipment failure, structures, enclosures or other causes. The risk and dangers may arise from foreseeable or unforeseeable causes; and by my participation in these activities, **I hereby assume all risk and dangers and all responsibility for any loss and/or damages, whether caused in whole or in part by the negligence or other conduct of the "Releasees" or by any other person.**

CONVENANT NOT TO SUE: The undersigned covenants that he/she shall not now or any time in the future, directly or indirectly commence or prosecute any action, suit or other proceeding against the parties so released arising out of, or related to the claims, demands, liabilities and other responsibility so discharged, waived and released by such contestant and/or participant. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in the interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and the sponsors of the Ranch Rodeo, their respective agents, team organizer, promoting organizations, equipment sponsors, and employees of the aforementioned (the foregoing are also collectively deemed to be Releasees), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the FOX CREEK RANCH 19th Hole Rodeo, including accidents during travel to or return from the events.

I agree, it is my sole responsibility to be familiar with the "arena" area (rodeo facilities), Barns, Saloons, Restrooms and all location where I will visit on the property, the Releasees' rules, and any special regulations for individual events. I understand and agree that situations may arise during the event which may be beyond the immediate control of the rodeo officials or organizers, and I must continually act so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment, including my horse. I will compete wearing appropriate clothing and protective gear that can protect against any injury, in particular serious head injuries, and assume all responsibility and liability for the selection of such gear. I have no physical or medical condition which to my knowledge, would endanger myself or to others if I participate in the rodeo events, or would interfere with my ability to participate in such events. In the unlikely event that I receive medical care as a result of a medical emergency, I hereby consent to such care and fully release the person(s) providing such care from any and all liability, whether resulting from negligence or otherwise.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recital, and that should I or my successors assert party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. 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 subsequent waiver of modification.

I authorize and consent to persons employed or contracted by FOX CREEK RANCH and The 19th Hole its sponsors and media agents, whether by videotape, film, newsprint, written advertisement or otherwise, of any materials containing my name or picture and I release any sponsors and all persons acting under authority from any claims I might have due to initial publication or subsequent of any such materials or photographs. I hereby authorize and give full consent to FOX CREEK RANCH and The 19th Hole its agents, representatives and media to copyright, publish or use in public display, all photos and videos in which I the undersigned appear while being at The 19th Hole Ranch Rodeo Event.

This release and covenants of the foregoing provisions shall be binding upon the undersigned and the undersigned spouse, heirs, legal representatives, successors, and assignees. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. The undersigned has full power, authority, capacity and right without limitations to execute and deliver and perform this release.

I HAVE READ IN DETAIL THE FOX CREEK RANCH RODEO GROUND AND EVENT RULES. I FULLY UNDERSTAND THESE RULES AND I AGREE TO ABIDE BY ALL RULES AND REGULATIONS WHILE PARTICIAPTING IN THIS EVENT.

Street _____

City, STATE and Zip _____

Who to notify in case of emergency _____ Phone _____

Signature of Participant _____ Date _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____(Child). My child is fit for the FOX CREEK RANCH 19TH HOLE Ranch Rodeo event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE FOX CREEK RANCH 19TH HOLE RODEO EVENT "RELEASE FROM LIABILITY AGREEMENT"**. In consideration of allowing my Child to participate, I consent to it and agree that IT'S TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heir, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child, or as a direct or indirect result of economical loss, because of my Child's participation in the Fox Creek Ranch 19th Hole Rodeo, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the FOX CREEK RANCH 19th Hole Ranch Rodeo Event.

Signature of Parent/ Guardian _____ Date _____