

CALIFORNIA FARMLAND TRUST

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of certain legal rights and must be signed by all participants visiting Oneto Ranch.

I, the undersigned, wish to participate in activities hosted by California Farmland Trust, American Farmland Trust, California Council of Land Trusts, California Rangeland Trust, Yolo Land Trust, California Climate and Agriculture Network, the Office of Kat Taylor, and the owners of the Oneto Ranch (collectively, the "Hosts") located at Oneto Ranch near Elk Grove, California. These activities may include, but are not limited to, farm tours, educational presentations, walking tours, transportation by vehicle, shuttle, van, bus, or private vehicle as part of the event, demonstrations, dining, and other recreational or educational opportunities (collectively, the "Activities").

1. Acknowledgment of Risks: I understand that the Activities involve inherent risks, including but not limited to:

- Walking on uneven, rugged, or natural terrain
- Encounters with livestock, wildlife, insects, reptiles, and poisonous plants
- Exposure to fences, gates, irrigation structures, waterways, and ranch infrastructure
- Exposure to farm, ranch, and heavy equipment, whether operating or stationary
- Transportation by vehicle on rural roads, ranch roads, and public roads, including shuttle, van, bus, or private vehicle travel to, from, or during the event
- Slips, trips, falls, and other accidents associated with outdoor activities
- Inclement weather conditions, including heat, cold, wind, rain, and poor air quality
- Exposure to communicable diseases

2. Farm and Equipment Risks: I understand that a working farm presents inherent risks that cannot be eliminated without fundamentally changing the nature of the Activities. These risks include, but are not limited to, the presence and operation of agricultural equipment and vehicles, as well as other agricultural hazards. I also understand that farm dogs or other domestic animals may be present and may behave in unpredictable ways. I acknowledge that activities occurring on or around a working farm involve risks that no amount of care, caution, instruction, or expertise can entirely eliminate.

3. Voluntary Participation: I am voluntarily participating in the Activities at my own risk, aware that injuries, illness, property damage, or death may result from my participation, including from my own actions, the actions of others, natural conditions, or negligence. I understand that the Hosts would not permit my participation in the Activities if I did not sign this Waiver and Indemnity Agreement because the possibility of liability is too great.

4. Release: I agree that I will not bring any legal action of any nature whatsoever against the Hosts, or any of their owners, directors, officers, employees, agents, volunteers, contractors, representatives, partners, sponsors, or affiliated organizations (collectively, the "Released Parties") in connection with the Activities, including, without limitation, any and all claims that may be based upon negligence in hosting or conducting the Activities. This release also applies to transportation to, from, or during the Activities, whether by shuttle, van, bus, or private vehicle as part of the event.

5. Indemnification: I agree to indemnify and hold harmless the Released Parties from any loss, claim, expense (including attorneys' fees), demand, liability, or cause of action of any kind arising from my participation in the Activities, including claims asserted by me, my family members, heirs, assigns, or any other person or entity claiming through me.

6. No Warranties: I acknowledge that the ranch property and Activities are provided "as is" without warranties, express or implied, regarding safety or security. I voluntarily assume full responsibility for all risks of personal injury, illness, death, and property damage while participating in the Activities, including risks arising from natural conditions, hidden, latent, or obvious defects on the property, and passive or active negligence on the part of the Released Parties.

7. Comprehensive Agreement: I agree that this Agreement is intended to be as broad and inclusive as permitted by California law. If any portion of this Agreement is held invalid, the remaining provisions shall continue in full force and effect.

8. Photography and Media Release: I understand that photographs, video recordings, and audio recordings may be taken during the Activities. I grant the Hosts, and their partners permission to use my likeness, image, voice, and statements in promotional, educational, fundraising, and informational materials, including print publications, websites, social media, and other communications, without compensation.

By signing below, I confirm that I have read, understood, and voluntarily agree to the terms of this Waiver of Liability and Assumption of Risk Agreement. I understand that I am giving up substantial legal rights, including the right to sue. I am signing this document to induce the Hosts to allow my participation in the Activities, and I would not sign it if I did not understand and agree to its contents.

Participant Name: _____

Signature: _____

Date: _____