

**RANCHITA ESTATES HOMEOWNERS' ASSOCIATION  
CONSENT, WAIVER AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being permitted to utilize the Ranchita Estates Homeowners' Association's equestrian and hiking trails (Trails) I, \_\_\_\_\_  
\_\_\_\_\_(User), for myself, my personal representatives, heirs, executors,  
next of kin, spouses, minor children and assigns, do agree as follows:

A. I affirm that I am the parent or legal guardian of the following minor children that may accompany me on the Trails. I agree that the term Minor Children shall include any child to whom I am a parent or legal guardian regardless whether they are specifically listed below and that I make this Agreement for myself and on their behalf. (Please indicate the name and age of each child. Your adult children must sign a separate agreement in order to use the Trails.) \_\_\_\_\_  
\_\_\_\_\_

B. I understand and acknowledge that serious injuries and even death occur during horseback riding and other activities in which I or my Minor Children may participate in on the Trails. Knowing these risks, I assume them, and as the parent or legal guardian of the Minor Children listed above, I also consent to my Minor Children's participation and assume the risks.

C. **I FOREVER RELEASE AND DISCHARGE** to the fullest extent allowed by law, the Ranchita Estates Homeowners' Association and each of its officers, directors, agents, employees, independent contractors, sub-contractors, lessors and lessees, the State of California, the County of San Luis Obispo, and all individual property owners in Ranchita Estates (Released Parties) from any and all liabilities, claims, demands, or causes of action that I may hereafter have on account of injury to the person or property of myself or my Minor Children, or resulting in the death of myself or my Minor Children, however caused, even if caused by the active negligence of the Released Parties, arising from my or my Minor Children's entering or use of the Trails.

D. I agree to accept and comply with the rules and regulations of the Ranchita Estates Homeowners' Association and to insure such compliance with these rules by my Minor Children. I acknowledge that such compliance does not insure my or my Minor Children's safety or protection from the risks acknowledged and assumed herein.

E. **I AGREE TO INDEMNIFY AND REIMBURSE** the Released Parties for their defense and indemnity from any claim or liability arising from my or my Minor Children's entering or use of the Trails, including but not limited to, any claim asserted by me or my Minor Children, even if caused in whole or in part by the negligence (whether active or passive) of any of the Released Parties.

F. I acknowledge that the California Civil Code, § 846 provides:  
An owner of any estate or any other interest in real property, whether possessory or nonpossessory, owes no duty of care to keep the premises safe for entry or use by others for any recreational purpose or to give any warning of hazardous conditions, uses of,

structures, or activities on such premises to persons entering for such purpose, except as provided in this section.

A "recreational purpose," as used in this section, includes such activities as fishing, hunting, camping, water sports, hiking, spelunking, sport parachuting, riding, including animal riding, snowmobiling, and all other types of vehicular riding, rock collecting, sightseeing, picnicking, nature study, nature contacting, recreational gardening, gleaning, hang gliding, winter sports, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites.

An owner of any estate or any other interest in real property, whether possessory or nonpossessory, who gives permission to another for entry or use for the above purpose upon the premises does not thereby (a) extend any assurance that the premises are safe for such purpose, or (b) constitute the person to whom permission has been granted the legal status of an invitee or licensee to whom a duty of care is owed, or (c) assume responsibility for or incur liability for any injury to person or property caused by any act of such person to whom permission has been granted except as provided in this section.

This section does not limit the liability which otherwise exists (a) for willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity; or (b) for injury suffered in any case where permission to enter for the above purpose was granted for a consideration other than the consideration, if any, paid to said landowner by the state, or where consideration has been received from others for the same purpose; or (c) to any persons who are expressly invited rather than merely permitted to come upon the premises by the landowner.

Nothing in this section creates a duty of care or ground of liability for injury to person or property.

G. Severability. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

**H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF PERSONAL AND/OR BODILY INJURY, DEATH OR PROPERTY DAMAGE CONNECTED WITH MY PARTICIPATION IN HORSEBACK RIDING AND ALL OTHER USES OF THE RANCHITA ESTATES HOMEOWNERS' ASSOCIATION'S EQUESTRIAN AND HIKING TRAILS, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES.**

I have read, understand, and agree to the above Consent, Waiver and Assumption of Risk Agreement.

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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