

## SANTA MARGARITA RANCH GENERAL ACTIVITIES WAIVER AND RELEASE

I, \_\_\_\_\_ (name), desire to enter upon and participate certain activities on the Santa Margarita Ranch located at 9000 Yerba Buena, Santa Margarita, CA 93453 (APNs 070-091-036 and 070-111-037), and other properties owned, leased, or operated by SMR (collectively, "Ranch"). As used in this agreement, "SMR" means the Robin L. Rossi Living Trust UTD October 19, 1990, the Stephen & Michele Rossi Revocable Trust, the 2003 Luke Roger Rossi Irrevocable Trust, Ranch HQ GP, Once Upon a Time, L.P. and their respective trustees. As lawful consideration for being permitted by to participate in the activities on the Ranch, I agree to all the terms and conditions set forth in this agreement.

The undersigned freely represents and warrants that:

1. I understand that the Ranch is an operating cattle ranch, and all activities engaged in on the Ranch are potentially dangerous. As a guest on the Ranch, I understand it exposes me to a substantial and serious risk of property damage, personal injury, or death. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations.
2. I understand that the Ranch is populated with cattle and wild animals such as deer, wild pigs, coyotes, bobcats, mountain lions, rattlesnakes, and other animals, and I understand these animals expose me to a substantial and serious risk of property damage, personal injury, or death.
3. I am fully aware that participation in activities on the Ranch may expose me to substantial and serious risk of property damage and/or personal injury or death, and acknowledge that I am voluntarily participating in such activities on the Ranch with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of SMR, its affiliates, or otherwise. In consideration for having been given permission to enter upon the Ranch and participate in activities on the Ranch, I expressly waive and release SMR and owners of property leased or operated by SMR, and each of the respective successors-in-interest, shareholders, trustees, beneficiaries, members, managers, officers, directors, employees, attorneys, affiliates, licensees, contractors, invitees, and agents of each of the foregoing (collectively, "Releasees") from liability for any and all claims, now known or hereafter known, for damages for death, personal injury or property damage which I may have, or which may hereafter accrue to me or my heirs as a result of my participation in any activities on the Ranch, including any claims that are known and unknown, foreseen and unforeseen, future or contingent, and whether or not such activities are undertaken by me alone or with other guests of the Ranch, or with employees, agents, members, managers, contractors, or affiliates of Releasees. For purposes hereunder, an "affiliate" of SMR is any person or entity which directly or indirectly owns more than 10% of the beneficial interest in SMR or controls, is controlled by, or under common control with SMR.
4. I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees arising out of or related to the actions, causes of action, claims and demands hereby waived, released or discharged by me above, and forever release and discharge Releasees from liability under such claims. I further waive my insurers' right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Releasees. This covenant not to sue shall be binding upon me and my spouse, legal representatives, heirs, successors, and assigns.
5. I have read and understand California Civil Code Section 1542, which section states as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Having read and understood Section 1542, I hereby waive the provisions of said section and assume all risks for claims now or hereafter arising, known or unknown, related to any activities undertaken by the undersigned on the Ranch, and notwithstanding the provisions of Section 1542, hereby knowingly, voluntarily and expressly release all Releasees from all liability for claims for damages to property or personal injury or death arising out of, connected with or relating to such activities.
6. I hereby grant Releasees, without limitation, the right to use my name and likeness in connection with the activities on the Ranch for any publicity without further compensation or permission.
7. I am \_\_\_\_ years old and am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to drive or ride in a vehicle or otherwise participate in activities on the Ranch. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in any activity on the Ranch, I will immediately discontinue further participation in such activity.

**BY SIGNING THIS AGREEMENT, BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. SIGNING THIS AGREEMENT IS A CONDITION TO ENTERING UPON THE RANCH AND PARTICIPATING IN ANY ACTIVITIES THEREON.**

\_\_\_\_\_  
Signature of Participant

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

\_\_\_\_\_  
Date

The above participant is a minor under the age of 18. The undersigned is the parent or legal guardian of the minor and has the legal right to consent to, and by signing below, does hereby ratify and adopt each of the representations, warranties, waivers, and releases made above, incorporate them herein as if made by the undersigned parent or legal guardian, and consent to the participation of the minor in the above-described activities.

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

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

\_\_\_\_\_  
Date



## SANTA MARGARITA RANCH GUEST RULES

The Santa Margarita Ranch is the historic center of rancho hospitality on the Central Coast, as well as home to cattle, farming and recreational activities. The Ranch today encompasses a nearly 21 square mile tapestry of grazing lands, agritourism and farming operations, in a blend of natural and manmade habitats. Some areas have varying degrees of sensitivity, including known areas of cultural remnants from our past, as well as various natural habitats. Each of these important areas deserves our continued care and proper stewardship. Therefore, we ask all who are permitted access to enjoy the Ranch's various environments with appreciation and respect for these special resources. Please abide by the following rules and practices the Ranch has established for your safety, enjoyment and appreciation of the Ranch's numerous attributes.

This release grants you access to the Santa Margarita Ranch Headquarters (West of the town of Santa Margarita) only.

### **Ranch Manners – Rules & Regulations**

- Leave gates as you find them. If it's open, leave it open. If it's closed, please close it after you pass through.
- Stay on the existing ranch roads. Motor vehicles are to be driven and parked in the areas along the existing roads and not used for traversing open range on the Ranch.
- NO other vehicles are permitted, including bikes, four-wheel drives, motorcycles, campers, etc.
- Those approved to bring horses as part of their approved access, are responsible for all of their own feed, water and other facilities to accommodate the horses. The horse owner agrees to and shall hold the Ranch, and it's owners, harmless from any and all liabilities resulting from any horse use, access, etc.
- NO ANIMALS (other than pre-approved horses) will be allowed. NO DOGS and/or CATS without prior written permission. Portions of the ranch are a semi-wilderness setting which is the home to many farm animals and natural inhabitants. We ask that these animals and their habitats be respected. For your safety, as well as the protection of the Ranch, your activities throughout the Ranch should be conducted, as much as possible, within existing roads and trails.
- Noise – No loud music or noisy equipment without prior written approval.
- No weapons or firearms of any kind are permitted without a separate written agreement. Absolutely NO HUNTING allowed with prior written approval. There may be hunters permitted on the property at certain times. Be alert, and stay clear of any hunting activity. Watch out and stay clear of hunters.
- No climbing on or into any Ranch equipment (this includes trains, train cars, trucks, tractors, planes, etc.)

### **Reservoirs/Ponds/Troughs**

- Most ranch water is not potable for humans.
- No swimming.

**Fire Danger:** This varies during the year. Please exercise caution and good judgment.

- **No open fires**
- No smoking anywhere but designated, posted smoking areas
- No driving and/or parking in or through dry grass. Mufflers, etc. can ignite dry grass.
- No use of equipment and/or activities that can "spark" a fire during periods of "high fire danger." Those periods are determined by the California Department of Forestry.

### Roads

- Drive at safe speeds, 20 mph or less.
- Do not drive at speeds where dust clouds are created.
- Animals and farming activities have the right of way.

### Historical & Environmental Culture

- Any items discovered should be left in place and the location(s) identified for the owners. If items on the surface are disturbed and picked up, they must be delivered to the owners. All artifacts belong to Ranch Ownership.
- Walk lightly within all habitats. The Santa Margarita Ranch has numerous cultural and historical sites. Any construction activity must be pre-approved to make a determination as to its proximity to any cultural or historic resources. If cultural, historic or geological resources are discovered, they are not to be disturbed or removed, and must be reported to the Ranch Management immediately. Nothing found on the Ranch is permitted to leave the Ranch without prior written approval.
- Minimize unnecessary intrusions into sensitive and manmade natural areas.
- No excavation(s) without prior written approval.
- No wood cutting without prior written approval.

### Farming

- Watch for equipment. You need to keep a safe distance away as the equipment operator may not see you.
- Avoid chemicals and areas where they are applied.
- Watch for farming application operations and maintain 200' minimum distance.

### Events

- Often events occur throughout various areas of the Ranch. Please respect the integrity of these private activities by maintaining proper distance and quietness, to avoid impacting the event by your presence.

### Safety & Emergency Information

The Santa Margarita Ranch works to provide a safe and enjoyable environment.

### Ranch Emergency Contacts are:

Destini Cavalletto (HQ Manager) 805.540.3214  
Jeff McKee (Cattle Operations): 805.801.8800  
Ranch HQ Office (SLO): 805.543.4333

I have read, understood and agree to abide by these terms and policies.

\_\_\_\_\_  
Signature of Participant

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

\_\_\_\_\_  
Date

The above participant is a minor under the age of 18. The undersigned is the parent or legal guardian of the minor and ratifies and adopts each of the representations, warranties, waivers, and releases made above, incorporates them herein as if made by the undersigned parent or legal guardian, and consents to the participation of the minor in the above-described activities.

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Child Participant

\_\_\_\_\_  
Date