

Official Waiver for Golden Heart Ranch for Overnight Stays



Please Read Carefully. This is a Release of Liability and Assumption of Risk

OFFICIAL RULES AND DISCLAIMER: In consideration for the opportunity to participate in any and all of The Golden Heart Ranch Activities, including but not limited to, Overnight stays/camp, I agree as follows for myself, and any who participate and/or attend with me:

1. I, the undersigned am the parent/legal guardian of _____ who is participating in the Golden Heart Ranch Activities and Overnight stays/camp. By signing this Release of Liability and Assumption of Risk, I certify that I am the adult with legal responsibility for this participant and freely enter into this agreement on his/her behalf.

2. I hereby waive and release, for myself, my child, my heirs, executors and administrators, any and all rights, claims, liabilities costs, injuries, damages and causes of action whatsoever I may have against Golden Heart Ranch and its respective officers, directors, employees and agents relating to or arising from my/our participation in the Activities and Overnight stays/camp, including but not limited to personal injury.

3. I recognize the Activities and Overnight stays/camp have inherent risks of injury and I hereby knowingly and freely assume that risk, on behalf of myself and my child. I also recognize that the Golden Heart Ranch property is located in an area where there are abundant wildlife such as but not limited to, coyotes, deer and rattle snakes that might cause injury and I hereby knowingly and freely assume that risk. If I or my child causes injury to any person or damage to any property while participating in the Activities and Overnight stays/camp, I hereby indemnify and hold harmless Golden Heart Ranch from and against any and all claims, suits, actions, loses, damages and expenses related to or arising from such injury or damage.

4. I certify that I have read and hereby waive on behalf of myself and my child/the participant the application of the following provision of Section 1542 of the California Civil Code which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5. I understand that pursuant to the Golden Heart Ranch Activities there may be times that I or my child may spend the night at Golden Heart Ranch in order to participate in the Activities. I understand that there may be dangers inherent in camping on the property and I hereby waive any and all costs, injuries, claims, damages and causes of action or other liabilities that may arise out of any overnight camping at Golden Heart Ranch. I further acknowledge and agree that I will indemnify and hold harmless, Golden Heart Ranch from any liability for injuries or damages arising out of such overnight stays at Golden Heart Ranch.

6. I hereby give my consent on behalf of myself and my child to Golden Heart Ranch and its affiliates to use my name and photographs, video and film (“Photos”) of me before, during or after the Activities in advertising and promotional materials for Golden Heart Ranch, including but not limited to the Internet, without compensation. I agree that no advertising or other material need be submitted to me for approval. I agree that all Photos of me used by Golden Heart Ranch and its affiliates are owned by Golden Heart Ranch and they may copyright material containing same. I hereby release, discharge, and agree to save harmless Golden Heart Ranch and its affiliates from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of mine or my child’s name and/or Photos, including, any alteration of such Photos, whether intentional or otherwise.

I have read and understand this Release, and declare all information is truthful and accurate

Signature and Date _____ Date _____

Print Name _____