

Blue Oak Ranch Estates Homeowners Visitor Liability Release

Release, Waiver of Liability, Assumption of Risk, & Indemnity Agreement

Read this agreement carefully before signing it. Your signature indicates that you understand it and agree to its terms. By signing this agreement, you, and any minor children you are signing for, are giving up certain legal rights including the right to sue or recover damages in case of injury, death, or property damage for any reason including but not limited to the negligence of the Homeowners of Blue Oak Ranch Estates, their employees, agents, personal representatives, heirs, next of kin, spouses, and assignees (hereafter referred to as BOR):

I, _____ on behalf of myself
(and my minor children _____),
residing at _____ (street address)
_____ (city), _____ (state, zip code),
_____ (phone number) _____ (cell phone)
_____ (email)

Agree that in consideration for allowing me (and/or my minor children) to visit and / or participate in lawful activities within BOR on behalf of myself, my minor children, and / or our personal representatives, heirs, next of kin, spouses, and assignees:

1. Acknowledge that BOR is private, gated residential property, for the enjoyment of residents, owners and their guests. BOR is served by paved roads, with a posted 27mph speed limit for motorized vehicles. In addition, there are many walking & equestrian trails, and Nevada Irrigation District (NID) canal service roads. There is an array of fencing, including barbed wire, deer & rabbit wire, split rail and horse corrals.
2. There are animals maintained in BOR, including domestic dogs, horses, cattle, sheep, goats & llamas. In addition, wild animals are frequently present in BOR, including, deer, wild pig, coyote, mountain lion, and rattlesnakes.
3. Activities within BOR may be dangerous due to the above stated items; residents and visitors assume all risk of personal injury and property damage due to the unpredictable nature and behavior of animals, unmarked property lines and irregular fencing.

4. Release BOR from any claim that BOR was negligent in connection with any aspect of BOR property, including but not limited to: conditions of fencing on private property, trail conditions or accessibility, falling trees or branches, presence of animals & unmarked hazards, such as barbed wire.
5. Indemnify and save and hold harmless BOR from and against any loss, liability, damage, or cost they may incur arising out of, or in any way connected with activities within BOR. Expressly agree that the forgoing release and assumption of risk and indemnity agreement is governed by the laws of the state of California and is intended to be as broad and inclusive as permitted by California law, that in the event of that any portion of this agreement is determined to be invalid or unenforceable, for any reason, the balance of the agreement shall not be effected or impaired in any way and shall continue in full legal force and effect.

I have read this document. I understand it is a promise not to sue and to release the Homeowners of Blue Oak Ranch Estates, their employees, agents, personal representatives, heirs, next of kin, spouses, and assignees. I have made a free and deliberate choice to sign this contract as a condition of BOR allowing me or my children to participate in activities on the premises.

Date: _____

Signature: _____

Printed Name: _____