

# Mustang Acres, Inc. Mustang Court Community, LLC Petaluma, CA

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Expires			



# LIABILITY WAIVER, ASSUMPTION OF RISK, and INDEMNITY AGREEMENT Use of Premises

# Scope of Agreement

Mustang Acres, Inc. & Mustang Court Community is a comprehensive property development that includes but is not limited to certain inherent risks associated with the premises, facilities, events, and program activities. All persons using the property, regardless of their relationship, such as member, owner, tenant, invitee, volunteer, vendor, or employee, must acknowledge their understanding of known and inherently unknown risks, employ safety and apply caution with their use. Possible uses at the premises include but are not limited to the house, field, pond, sheep shelter, outdoor activities in a rural setting, and social or contact activities with others.

# **Liability Waiver**

In consideration for my use of the Mustang Acres, Inc. & Mustang Court Community facilities and their associated amenities, I, for myself, my heirs, personal representative, or assigns, **do with this release**, **waive**, **discharge**, **and covenant not to sue Mustang Acres**, Inc. & Mustang Court Community, LLC, its trustees, directors, officers, employees, and agents from liability **for any claims including negligence** resulting in personal injury, accidents, death, or illnesses and property loss arising from my use of the premises or its amenities.

# **Assumption of Risk**

I acknowledge that my participation and presence in the use and activities of Mustang Acres, Inc. & Mustang Court Community carries certain inherent risks. I assert that my involvement is voluntary and that I knowingly assume all such risks. The specific risk may vary based on my health, disability, behavior, nature of the activity, location of the activity, and the lack of others' skill and conduct.

#### Indemnification

I also agree to indemnify and hold harmless Mustang Acres, Inc. & Mustang Court Community, LLC, its trustees, directors, officers, employees, and agents harmless from any claims, costs, damages, and liabilities, including attorney fees arising from my use or involvement at the premises.

#### Notice to Guests

I agree to notify any guests I may invite to use or participate in the premises, facilities, events, and program activities that I have indemnified the Farm pursuant to this agreement, and that their participation in activities will also imply a waiver of their rights to sue in the case of injury or death.

# **Term**

This agreement will be valid as long as I remain involved in any way with the Farm or the community, even as a future visitor.

# Photographic Release

I grant and convey to Mustang Acres, Inc. & Mustang Court Community, LLC all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Mustang Acres, Inc. & Mustang Court Community LLC in connection with my use of the Mustang Acres, Inc. & Mustang Court premises.

### Severability

I understand that this agreement is as broad as legally possible and that if any portion is held invalid, the remainder will have full legal force and effect.

# **Governing Law and Jurisdiction**

The laws of the State of California County of Sonoma govern this agreement.

# Acknowledgment of Understanding

I have read this agreement, and I fully understand its terms. I know that **I am giving up substantial rights,** including my right to sue. I confirm that I am signing freely and voluntarily, and **I intend my signature to** be a complete and unconditional release of all liability to the greatest extent allowed.

Name	Date
Signature	
Email Address	
****	
Acknowledgment for individuals having an authorized rep	resentative protecting their rights:
Name	Date
Representative Name	
Representative Relationship	
Signature	