

RELEASE

This Release (the "Release") is executed on **April 26th, 2019** ("Effective Date") by \_\_\_\_\_ ("Adult"), who is a parent or legal guardian of \_\_\_\_\_ ("Minor" and Adult and Minor shall be interchangeably referred to herein as "Visitor"). Visitor desires to come upon real property owned by Kinland Forests, aka Kinland TIC and located at **21901 Confidence Road, Twain Harte, Tuolumne County, California** (the "Property"), on **April 26, 2019**, during which time Visitor intends to **participate in the Forestry Challenge event** (the "Activity").

1. **Recreational Use.** Visitor understands and agrees to all of the following: (a) the Activity constitutes a "recreational purpose" under California Civil Code Section 846 and that Visitor is a recreational user under such code section; (b) Visitor is entering into this Release voluntarily; and (c) Kinland TIC is giving Visitor permission to come upon the Property and perform the Activity, and that Kinland TIC does not expressly invite and has not in the past expressly invited Visitor, and nothing in this Release shall be construed to constitute an invitation by Kinland TIC, to visit or come onto the Property.

2. **Inspection of Premises: Waiver: Assumption of Risk.** In consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby acknowledges, agrees and represents that upon request, Visitor may inspect the Property and all facilities and equipment thereon prior to Minor's entry upon the Property. Visitor acknowledges and understands that the Property is the site of a working forest with timber production and harvesting equipment. Visitor further acknowledges and understands that there are inherent dangers in in forests managed for timber production and Visitor may wish to learn more about these hazards before allowing Minor to enter upon the Property or Visitor may decline to have Minor enter upon the Property as a means of eliminating any risks associated with such an entry.

In further consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby agrees to release, waive, discharge and covenant not to sue Kinland TIC, its parents, affiliates and subsidiary companies and their respective directors, officers, employees and agents ("Releasees") for any and all liability to Visitor and his or her successors, assigns, personal representatives, heirs, next of kin, executors and trustees for any damages, loss, costs or expenses, and any claims, demands or suits therefore, on account of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Visitor is in, upon or about the Property or using any facilities or equipment thereon. Visitor waives all rights under Section 1542 of the California Civil Code, which provides as follows:

GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXISTS 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.

Visitor hereby assumes full responsibility for and risk of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act or other conduct of Releasees or otherwise, while Visitor is in, about or upon the Property or using any facilities or equipment thereon.

3. **Compliance with Laws and Rules.** Visitor expressly understands and agrees that Visitor is responsible for abiding by and complying with all "Laws," including but not limited to all federal, state, county, and local laws, rules, codes, regulations and ordinances (individually "Law" and collectively "Laws"). No smoking or tobacco use is permitted on the Property at any time.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set his/her hand and executed this Release upon the Effective Date.

**VISITOR**

\_\_\_\_\_  
**Printed Name of Parent/Legal Guardian**

\_\_\_\_\_  
**Signature of Parent/Legal Guardian**

\_\_\_\_\_  
**Printed Name of Minor**