

## 2021 RELEASE AND INDEMNITY

**FOR VALUABLE CONSIDERATION**, the receipt and adequacy of which are hereby acknowledged, the undersigned, for him/herself and his/her minor children (under 18 years of age), each of whom is a user of the Property (collectively, "Undersigned"), located at 15018 Bailey (Canyon) Road, Kagel Canyon (Lake View Terrace area), Los Angeles County, California ("Property"), fully and forever releases and discharges Indian Canyon Land Corporation ("ICLC") (the owner of the Property, who is hereinafter referred to as "Owner"), its employees, agents, representatives, legal representatives, successors, officers, directors, shareholders, members, and the heirs, assigns, or successors of each of them (jointly and severally, the "Released Parties"), of and from any and all claims, demands, actions, causes of action, suits, controversies, agreements, promises, representations, damages, and demands whatsoever, in law or in equity, howsoever arising, directly or indirectly, as a result of the Undersigned's entry onto the Property, and/or the Undersigned's use of any of the facilities, concessions, structures or items located thereon, including but not limited to, parking areas, picnic areas, sheds, benches, and shooting sheds, or their participation in said shooting, archery or other related activities ("Released Activities"). For purposes of the Release and Indemnity, the term "visitor" means any individual who enters the Property with permission of the Owner, whether or not to engage in shooting, archery or other related activities, which occur on the Property. This is intended as a full and complete release of all liability of any nature whatsoever for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have appeared or developed, and all rights under Section 1542 of the California Civil Code are hereby expressly waived and relinquished. Section 1542 of the California Civil code provides as follows:

**"A general release does not extend to claims that the creditor does not know or expect 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."**

IN ADDITION, FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Undersigned hereby agrees to indemnify and hold the Released Parties harmless from any and all liability, claims, demands, expenses of any nature (including attorney's fees), incurred in connection with the Released Activities [hereinafter, collectively "Damages"], including without limitation, injuries caused to a third party by the Undersigned. Accordingly, the Undersigned is completely responsible for any Damages caused by the Undersigned or those of Undersigned's guests, whether to person or property, even though each such guest has signed a Release and Indemnity similar to this Release and Indemnity.

**SPECIAL NOTICE FOR PREGNANT PERSONS:** You are specifically advised that the noise of shooting may cause harm to fetuses. In addition, ammunition and other products at this facility contain lead, copper, zinc, other heavy metals, or other chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

**THE RELEASE and the INDEMNITY** contained herein shall be binding upon and inure to the benefit of the Undersigned, the Released Parties, and the officers, principals, legal representatives, assigns, members and successors in interest of each of them; if any provision hereof is found by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall be unaffected and remain enforceable to the full extent of the law.

The Undersigned is aware that all shooting sports are inherently hazardous activities. Specifically, and not by way of limitation, the Undersigned is aware that shooting on steel and metal targets involves the risk that lead particles can potentially bounce off the target and ricochet back towards the shooter or even hit those there and that firearms or ammunition sometimes malfunction.

THE UNDERSIGNED HAS BEEN ADVISED THAT THE PROPERTY IS LOCATED IN A SOMEWHAT WILDERNESS AREA WHERE RATTLESNAKES AND OTHER WILD ANIMALS HAVE BEEN SIGHTED AND THAT THE UNDERSIGNED HAS THEREFORE BEEN ADVISED TO USE APPROPRIATE CAUTION. **NEVERTHELESS**, with full knowledge of the potential dangers involved, including those mentioned above and others, the Undersigned hereby acknowledges and agrees that by participating in any of the Released Activities at the Property, the Undersigned is assuming any and all risks of injury, death or property damage, including without limitation, those caused by the negligence of the Released Parties, themselves or others. The Undersigned understands that any parking of vehicles on the Property shall be at their own risk and that the Undersigned shall be solely responsible for the safety of any personal property the Undersigned brings with him/her or stores in the Undersigned's vehicle.

