

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

(“AGREEMENT”)

In consideration of permission to use the “Property”, facilities, staff, equipment and services of the “Indemnified Party”, I, _____ for myself, my heirs, personal representatives or assigns, minor children, and any other person subject to my possession, control, guardianship, or supervision (hereinafter referred to as “Visitor” or “I”), do hereby voluntarily release, waive, discharge, relinquish, and covenant not to sue the “Indemnified Party”, from or for any and all actions, claims or causes of action of any kind for personal injury, property damage, wrongful death, accidents, illnesses, loss, theft, costs or expenses of any kind or nature whatsoever, arising out of or relating to my presence or participation in activity of any kind, whether passive or active, on or in the “Property”, including but not limited to use by Visitor or anyone else of the “Property’s” facilities, property, staff, instruction, equipment, vehicles, animals, buildings or services, whether by negligence of the “Indemnified Party”, acts of God, nature, or otherwise, and regardless of the actual ownership or control of the cause of injury or damage (all jointly referred to hereafter as “Indemnified Claims”).

I understand that “Property” is defined as any and all facilities, property, equipment, vehicles, animals, buildings, services, objects natural and man-made, whether or not owned, leased, borrowed, rented, or in any other way under the control, possession or ownership of the Indemnified Party, to include but not limited to the soil, plant life, animals wild and domesticated, and related topography, in or about the area generally known as 28901 243rd Street East, Llano, CA 93544, and formerly known as the “Double G Ranch.”

I understand that “Indemnified Party” is defined to include, but is not limited to Jesus Canyon Ranch, LLC, a California Limited Liability Company, Jason Engle, Kerry Engle, Kaja Engle, Kory Engle, J&K Properties, LLC, a Hawaii Limited Liability Company, Poipu Coast, LLC, a California Limited Liability Company, Kerry K. Engle Separate Property Trust, Kory Dunn Engle Trust, Kaja Moore Engle Trust, and each of their heirs, assigns, agents, employees, members, managers, owners, representatives and successors, and any and all prior owners or interest holders in any of the Property.

ASSUMPTION OF RISKS: Use of the Property, including but not limited to use by Visitor or anyone else of the “Property’s” facilities, property, staff, instruction, equipment, vehicles, animals, buildings or services, carry inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including but not limited to infections or loss of limb or life as a result falls, collisions, contact with metal objects, rocks, wild animals, poisonous snakes and plants, over-exertion, heat stroke, environmental conditions, including but not limited to flooding, rockslides, sun exposure or dangerous terrain. Risks vary from one activity to another, and are often compounded or increased due to the fact that others on the Property may be simultaneously participating in the same or different activities with their own attendant risks. Risks range from 1) minor injuries such as scratches, bruises, sprains and embarrassment, to; 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries, loss of sight, dismemberment, disfigurement, or psychological trauma to; 3) catastrophic injuries such as paralysis or death.

BY SIGNING BELOW, I EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE UPON MYSELF (VISITOR), AND RELEASE AND WAIVE, HOLD HARMLESS, AND AGREE TO FULLY DEFEND AND INDEMNIFY THE INDEMNIFIED PARTY FROM AND OF ANY AND ALL CLAIMS, SUITS, OR ACTIONS OF ANY KIND, INCLUDING ATTORNEY'S FEES, BY WHOMEVER OR WHEREVER MADE FOR, ARISING OUT OF, OR RELATED TO, INDEMNIFIED CLAIMS.

THE UNDERSIGNED VISITOR ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, UNDERSTAND THE LEGAL CONSEQUENCES OF THE TERMS AND THAT I AM GIVING UP AND FOREVER WAIVING SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I SIGN BELOW VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

This Agreement shall be immediately effective and, acknowledging the probability of Visitor's recurring visits to the Property, shall remain in full force and effect in perpetuity, continuing to apply to any and all future visits to the Property by Visitor, and shall not expire or terminate except upon the express writing of the Indemnified Party and Visitor.

The undersigned Visitor further expressly agrees that the foregoing waivers and assumptions are intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is invalid, the remainder shall remain in full legal force and effect. In the event there is a dispute between Visitor and the Indemnified Party arising out of this Agreement, Visitor is responsible for all attorneys' fees and costs paid by the Indemnified Party to enforce the terms and conditions herein.

Signed this _____ day of _____, 2008.

Visitor's Name: (print) _____

Visitor's Signature: _____

IF VISITOR IS UNDER THE AGE OF 18, THE PARENT OR GUARDIAN MUST ALSO READ AND SIGN BELOW.

I am the parent, supervisor, caretaker, or legal guardian of the above Visitor and he/she has my permission to enter upon and use the "Property", facilities, staff, equipment, and services of the "Indemnified Party". I have read and agree to the provisions stated above for myself and the Visitor. Further, I understand and agree that the Indemnified Party is not responsible for supervision of minor persons or anyone else and Indemnified Party neither undertakes nor accepts any duty or responsibility to do so, and that I assume all risks of allowing the visitor on the Property without my supervision.

Authorized guardian, parent, supervisor or caregiver: _____

Guardian's Name: (print) _____

Guardian's Signature _____ Date: _____

Address: _____

Phone: (_____) _____