

Douglas Bearmar
Black Mountain Pack Llamas
680 Rancho Trl
Ramona, California 92065
(858) 997-8849

AGREEMENT AND RELEASE FROM LIABILITY
VOLUNTARY PARTICIPATION

1. I, _____, acknowledge that I have voluntarily applied and requested to participate in a pack trip and to use the llamas, trailers, saddles, bridles, halters, and other tack of Black Mountain Pack Llamas and Douglas Bearmar and Michelle Bearmar individually and as trustees of Black Mountain Pack Llamas under instrument dated December 25, 2020, hereinafter referred to collectively as "Black Mountain Pack Llamas". My use of the animals and equipment described above will be at the premises of Black Mountain Pack Llamas at 680 Rancho Trl, Ramona, California and at various other locations in the forest, wilderness area or back country within California and Nevada, and in route to and from these locations.

ASSUMPTION OF RISK

2. I am aware that walking with llamas on a farm tour and using llamas and other animals to pack into the forest and other wilderness areas and to haul the animals and the equipment from the premises of Black Mountain Pack Llamas to the wilderness and back country is a hazardous activity. I acknowledge that many things can go wrong when animals are involved in these activities. I understand that the animals which Black Mountain Pack Llamas have provided me can be unpredictable and that under certain circumstances, I could become hurt and sustain bodily injury or property damages as a result of this venture. I also understand that participating in any outdoor recreational activity or sport can be dangerous or hazardous, but I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risks of injury, death, or property damage and verify this statement by placing my initials here: _____.

RELEASE

3. As a consideration for being permitted by Black Mountain Pack Llamas to participate in these activities and use their facilities, animals, and equipment, I hereby agree that my assignees, heirs, distributees, guardians, attorneys and legal representatives will not make a claim against, file a lawsuit, arbitrate or mediate any claim against Black Mountain Pack Llamas, its predecessors, successors in interest, heirs, assigns, agents, employees, or representatives, or the supplier of any equipment I will use in these activities, for injury or damage resulting from the negligence or other acts, however caused, by any employee, agent, representative, predecessor, or successor in interest of Black Mountain Pack Llamas, or any of its owners, or the supplier of any equipment I will use in these activities, as a result of my participation in the hazardous activity described in paragraph 2 above. I hereby release Black Mountain Pack Llamas, its owners, agents, employees, representatives and those persons listed in paragraph 2, and any of its affiliated organizations from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, attorneys and legal representatives, now have or may hereinafter have for injury or damage resulting from my participation in the hazardous activity described in paragraph 2 above.

MINORS

4. If I am accompanied by a minor, in further consideration of being allowed to bring such a minor(s) with me, I hereby agree to indemnify Black Mountain Pack Llamas and those persons listed in paragraph 3 above, and hold them harmless from all liabilities to such minor or minor's parents, personal representatives, guardians, estates, heirs or next of kin. I hereby agree that I assume all responsibility for the conduct and safety of any minor and any minor's property.

UNKNOWN CLAIMS

5. I acknowledge and agree that this Release gives to Black Mountain Pack Llamas and those persons listed in paragraph 3, upon executing this Agreement a release for all claims for injurie, damages or losses to my person or property or those of any minor(s) in my group, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent) which I may have against them and I hereby waive application of California Civil Code §I542.

I hereby certify that I have read the following provisions of California Civil Code §1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially effected his settlement with the debtor."

and I indicate this fact by signing my initials here: _____.

I understand and acknowledge that the significance and consequence of this waiver of California Civil Code §1542 is that even if I should eventually suffer additional damages arising out of the facts referred to in paragraph 2 above, I will not be able to make any claim for those damages. Furthermore, I acknowledge that I intend these consequences even to claims for damages that may exist as of the date of this Release but which I do not know exist, and which, if known, would materially effect my decision to execute this Release regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence. or any other cause.

PHYSICAL PARTICIPATION

6. I hereby, warrant and represent that I am physically able to undertake the participation described in paragraph 1 above and I hereby assume the responsibility of physical fitness and capacity to perform these activities. I acknowledge and agree that the use of all services, animals, equipment or facilities of Black Mountain Pack Llamas in connection with these activities is at my own risk.

ATTORNEY'S FEES

7. In the event of any breach of this Agreement, any party aggrieved shall be entitled to recover from the breaching party, in addition to any relief awarded, his/her/its attorney's fees and other costs and expenses, taxable or otherwise, in preparing the defense of or defending against such action or proceeding, or in establishing or maintaining the applicability of this agreement, or any provisions thereof.

KNOWING AND VOLUNTARY EXECUTION

8. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND BLACK MOUNTAIN PACK LLAMAS AND I SIGN IT OF MY OWN FREE WILL.

Executed at Ramona, California, on _____.

RELEASOR,

(Name and Address of Releasor)

DECLARATION OF WITNESS

I certify that _____ acknowledged in my presence that he/she has read and fully understood the meaning and consequences of the foregoing release, and signed it in my presence.

Executed at Ramona, California, on _____.

(Name and Address of Witness)