

ASSUMPTION OF RISK, RELEASE, CONFIDENTIALITY AND WAIVER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY: I, the undersigned, am at least 18 years of age and am an employee, agent or member of Peninsula Channel Commanders, a California nonprofit corporation ("**Licensee**"). Pursuant to an Access and Usage License Agreement ("**Access Agreement**") between Licensee and the Owner (as defined therein) ("**Owner**") and as a material condition to my access to certain parcels of real property of the Owner of the Property which are accessed by the entrance located approximately 0.75 miles north of Verde Road on the east side of Highway 1 in Half Moon Bay, California (the "**Property**"), I HEREBY AGREE WITH THE OWNER AS FOLLOWS:

1. **MY CONDUCT:** I agree to access and use the Property only for the purpose of flying radio controlled airplanes and activities reasonably related to such flying ("**Licensee Activities**"). At all times during which I am at the Property, I will: (a) conduct myself in an ethical, courteous, and careful manner; (b) comply with all requirements, rules and instructions given to me by any representative of the Owner (including any manager of the Property), from time to time; (c) comply with all laws; and (d) exercise due care in my access to and use of the Property consistent with prudent safety measures and precautions. Without limiting the foregoing, I will not bring, keep, or consume any drugs, alcohol, or illegal substances on the Property.

2. **ASSUMPTION OF RISKS:** I acknowledge that Licensee Activities may be inherently dangerous, and I will participate in any Licensee Activities at my own risk. By entering upon the Property, I will assume all risks of any kind involved in or associated with the Property and the conduct of Licensee Activities on the Property, and I accept the Property "AS IS", without any representations or warranties of any kind by Owner, any agent of Owner or Licensee, including without limitation any representations or warranties as to the safety or condition of the Property or its fitness for the particular purposes. I acknowledge and agree that Owner (nor any agent of the Owner) is not or will not be responsible (i) for my security or safety when I access or engage in Licensee Activities or any other activity on the Property, or (ii) to supervise (or have any obligation to supervise) use of the Property by Licensee, myself or any other party. I understand that the description of the risks in this agreement is NOT complete and expressly assume ALL risks and dangers from access to and use of the Property, whether or not described herein, and whether known or unknown, inherent, or otherwise.

3. **CONFIDENTIALITY:** I will not use the Confidential Information of the Owner and Owner Parties, except as necessary for the exercise by Licensee of its rights under the License, and I will not disclose such Confidential Information to any third party, except to Licensee Members that need to know Confidential Information relating to the location and nature of the Property to the extent necessary to enable Licensee to exercise its rights under the License. I will use all reasonable efforts to maintain the confidentiality of Owner's Confidential Information in my possession or control. "**Confidential Information**" means the identity of the Owner or Owner Parties, the location of the Property and the use of the Property by Owner and/or Owner Parties, as well as any photographs or images of any structures or improvements located on the Property not approved for use by the Owner.

4. **GENERAL RELEASE AND WAIVER OF ALL CLAIMS:** I HEREBY IRREVOCABLY AND FOREVER WAIVE AND RELEASE OWNER AND OWNER'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, STOCKHOLDERS, MEMBERS, OWNERS, ATTORNEYS, AGENTS, CONTRACTORS, INVITEES, GUESTS AND TENANTS (COLLECTIVELY, THE "**OWNER PARTIES**") FROM ANY AND ALL LEGAL, EQUITABLE OR OTHER CLAIMS, DEMANDS, SUITS, ACTIONS, LIABILITIES AND DAMAGES OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR ACTUAL, PRESENTLY EXISTING OR TO ARISE IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH MY PRESENCE ON, OR USE OF, ANY OF THE PROPERTY OR ANY ACTIVITIES OF LICENSEE ON THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES AND DAMAGES FOR PERSONAL INJURY, DEATH OR ANY DAMAGE TO OR LOSS OF PROPERTY, PROFITS OR INCOME, HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION IF CAUSED BY THE NEGLIGENCE OR RECKLESS CONDUCT OF THE OWNER OR ANY OWNER PARTY; PROVIDED THAT THE FOREGOING RELEASE AND WAIVER DOES NOT INCLUDE A RELEASE OF THE OWNER OR ANY OWNER PARTY FROM LIABILITY FOR ITS OWN FRAUD, INTENTIONAL WRONGDOING, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. *THIS RELEASE IS INTENDED TO RELEASE THE OWNER AND OWNER PARTIES FROM ALL LIABILITIES TO THE MAXIMUM EXTENT PERMITTED BY CALIFORNIA LAW.* THIS RELEASE IS GOVERNED BY CALIFORNIA LAW.

I have read and understand the foregoing agreement and agree to be bound by its terms.

Signature: _____

Print Name: _____ Date: _____

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