

# FOLDED HILLS TERMS & CONDITIONS, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

By purchasing tickets, making a reservation, entering onto the property, or participating in any activities at Folded Hills (the "Company"), you agree to the following Terms & Conditions on behalf of yourself and all individuals in your party.

## 1. DEFINITIONS

As used herein, "Activities" include any and all recreational, educational, spectator, participatory, operational, business, or service-related activities conducted on or in connection with Company property.

Activities include, but are not limited to:

- Equine-related activities (riding, polo, handling, feeding, observing)
- Animal interaction (including domestic, farm, or exotic animals)
- Motorized and non-motorized vehicle use (ATVs, RTVs, golf carts, etc.)
- Carriage, wagon, or tractor-drawn transport
- Transportation in Company-controlled vehicles
- Water-related activities (lakes, pools, boating, etc.)
- Shooting or archery activities
- Outdoor recreation (hiking, fishing, tours, tastings)
- Agritourism (farm tours, harvesting, demonstrations)
- Events (weddings, corporate events, private gatherings)
- Fitness/wellness activities
- Exposure to environmental hazards (weather, terrain, wildlife, fire, flood, etc.)

"Company" includes:

Folded Hills Winery and Tasting Rooms; The Residence; Grants Farm Manor, LLC; Grants Farm Manor West, LLC; Nojoqui Ranch, LLC; FH Services, LLC; Folded Hills Polo, LLC; Busch, LLC; Busch Business, LLC; the Andrew D. Busch Family Foundation; and all affiliated entities, owners, employees, contractors, agents, and representatives (collectively, the "Releasees").

## 2. TICKET PURCHASES, RESERVATIONS & RESPONSIBILITY FOR OTHERS

By purchasing tickets, making reservations, or otherwise arranging entry:

- You represent that you are authorized to act on behalf of all individuals in your party
- You agree to these Terms on your own behalf and on behalf of all guests using your tickets or reservations
- You are fully responsible for ensuring all guests understand and comply with these Terms

You acknowledge and agree:

- Each guest is deemed to have independently accepted these Terms
- All guests are intended third-party beneficiaries of this Agreement
- Your agreement binds your entire party, whether or not each individual signs separately

## 3. MINORS

If you purchase tickets or bring a minor:

- You represent you are the parent or legal guardian
- You consent to the minor's participation in all Activities
- You waive all claims on behalf of the minor
- You assume full responsibility for the minor's safety and supervision

## 4. ASSUMPTION OF RISK

You acknowledge that Activities are inherently dangerous and involve risks including:

- Injury, illness, death
- Property damage
- Animal behavior
- Equipment failure
- Environmental and natural hazards
- Actions of other participants or third parties, including but not limited to animals

You further acknowledge:

- Risks may be known or unknown, foreseeable or unforeseeable
- Risks include exposure to communicable or infectious diseases
- No precautions can eliminate all risk

You voluntarily assume all risks, for yourself and your party.

## 5. RELEASE OF LIABILITY & COVENANT NOT TO SUE

To the fullest extent permitted by law, you:

- Release and discharge the Company and all Releasees from any and all claims
- Agree not to sue for injury, death, illness, or property damage
- Accept that this applies even if caused by ordinary negligence

This release does not apply to:

- Gross negligence
- Willful misconduct
- Any liability that cannot legally be waived under California law

## 6. CALIFORNIA CIVIL CODE §1542 WAIVER

You expressly waive all rights under California Civil Code §1542:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You understand you may be releasing unknown claims.

## 7. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company from any claims arising from:

- Your actions or the actions of your guests
- Your participation in Activities
- Any injury, death, or damage caused by you or your party
- Any breach of these Terms

This includes attorneys' fees and costs.

## 8. MEDIA & PUBLICITY RELEASE

You acknowledge:

- Photography and video may occur on-site

You grant the Company a:

- Non-exclusive
- Royalty-free
- Perpetual right

to use your likeness for:

- Marketing
- Promotional
- Editorial or business purposes

The Company will not:

- Misrepresent you
- Use your likeness in a defamatory manner

You may request exclusion in writing; reasonable efforts will be made going forward.

## 9. HEALTH & SAFETY ACKNOWLEDGMENT

You acknowledge:

- Participation occurs in a public environment
- There is risk of exposure to illness or communicable disease
- You may expose others even if asymptomatic

You agree:

- Participation is voluntary
- You accept all related risks

## 10. INSURANCE

You acknowledge:

- The Company does not provide insurance for guests
- You are responsible for any desired personal insurance

## 11. SCOPE OF AGREEMENT

This Agreement applies to:

- All visits to Company property
- All Activities
- All time periods (before, during, and after participation)

## 12. DISPUTE RESOLUTION & ARBITRATION

Any dispute shall be resolved through binding arbitration.

You agree:

- To waive the right to a jury trial
- To waive participation in class or representative actions

Arbitration shall:

- Be administered by a neutral provider (e.g., JAMS)
- Occur in California (unless otherwise required by law)

## 13. SEVERABILITY

If any provision is found unenforceable:

- The remaining provisions remain in full force

## 14. ENTIRE AGREEMENT

This Agreement:

- Represents the entire understanding between parties
- Supersedes all prior agreements

## 15. ELECTRONIC ACCEPTANCE

By:

- Purchasing tickets
- Entering the property

You confirm:

- You have read and understood this Agreement
- You voluntarily agree to all terms
- You are giving up substantial legal rights

## FINAL ACKNOWLEDGMENT

You explicitly acknowledge:

- You are assuming risk on behalf of yourself and your party
- You are waiving the right to sue the Company
- You are binding all individuals associated with your purchase