

TAZA CREEK ORCHARD

GENERAL LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT

Date: \_\_\_\_\_

Guest Name(s): \_\_\_\_\_

Reservation Dates: \_\_\_\_\_

Address: 1370 Taza Road, Fallbrook, CA 92028 (the "Facility")

1. Acknowledgment of Recreational Nature and Voluntary Participation

- 1.1. I understand that camping, RV, and outdoor recreational activities inherently involve risks, hazards, and conditions that may cause injury, illness, property damage, or death.
- 1.2. I am voluntarily entering and using the Facility and its amenities, with knowledge of the risks, for recreational purposes only, and not for residential tenancy. I certify that I am at least eighteen (18) years of age and have legal authority to sign this Agreement for myself and, where applicable, on behalf of my minor children or wards.

2. Description of Risks

- 2.1. I acknowledge the risks may include, without limitation: uneven terrain; slips, trips, and falls; campfire, grill, propane, generator, fuel, and electrical hazards; tree limbs and vegetation; insects, wildlife, rodents, and domesticated animals; drowning and water-related hazards; weather, wind, heat, cold, rain, and wildfire smoke; exposure to allergens and airborne particles; communicable diseases; theft, vandalism, or loss; collisions or accidents involving vehicles, golf carts, bikes, ATVs, or RVs; hazardous driving, backing, leveling, hitching, towing, and use of jacks or stabilizers; septic, sewer, greywater, and potable water system issues; utility interruptions or fluctuations; and conditions arising from other guests or third parties.
- 2.2. I further understand that RVs, trailers, and related equipment can malfunction or be improperly used, and that roads and pathways may be unlit, unpaved, or unmaintained in places.

3. Assumption of Risk

- 3.1. I knowingly and freely assume all risks, both known and unknown, inherent or otherwise associated with my presence at and use of the Facility, including

those arising from the negligent acts or omissions of the Released Parties (as defined below), to the fullest extent permitted by California law.

#### 4. Release and Waiver of Liability

- 4.1. To the fullest extent permitted by California law, I hereby release, waive, discharge, and covenant not to sue the Facility's owner, operator, lessor, manager, host, affiliates, members, officers, directors, employees, agents, contractors, insurers, successors, and assigns (collectively, the Released Parties) from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses of any kind (Claims) arising out of or related to my access to or use of the Facility, amenities, or equipment, or my participation in activities at or around the Facility.
- 4.2. This release includes Claims for personal injury, illness, death, property damage or loss, and economic loss, whether caused by the passive or active negligence of the Released Parties or otherwise, but excluding Claims to the extent they arise from the gross negligence, willful misconduct, or unlawful acts of any Released Party, which cannot be released under California law.
- 4.3. I understand that California Civil Code section 1542 may limit the effect of a general release as to claims I do not know or suspect to exist. Being aware of this, I expressly waive any rights under section 1542, which states: **“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.”**

#### 5. Indemnification and Hold Harmless

- 5.1. To the fullest extent permitted by California law, I agree to defend, indemnify, and hold harmless the Released Parties from and against any Claims brought by or on behalf of me, my family members, invitees, guests, or any third party arising out of or related to: (a) my breach of this Agreement; (b) my negligent acts or omissions; (c) my violation of Facility rules or applicable laws; or (d) my animals or equipment, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

#### 6. Health, Safety, and Compliance

- 6.1. I agree to comply with all posted signs, fire restrictions, quiet hours, speed limits, pet rules, waste disposal rules, check-in/check-out times, site occupancy limits, and instructions of Facility staff or hosts.
- 6.2. I am solely responsible for the safe operation, parking, stabilization, and securing of my RV, trailer, or vehicle; the compatibility and condition of my electrical, water, sewer, and fuel systems; and the safe use of generators, grills, heaters, stoves, and fires.
- 6.3. I will maintain adequate supervision of any minors in my party at all times and will keep pets under control and in compliance with leash and waste rules.
- 6.4. I understand that emergency and medical services may be limited or delayed due to the Facility's location and terrain. I authorize the Facility to obtain emergency medical care for me or my minor children if deemed necessary, with costs to be borne by me.

## 7. Property, Utilities, and Services

- 7.1. I acknowledge that utilities and amenities may be unavailable, interrupted, or limited without notice, including electricity, water, sewer, Wi-Fi, cellular service, and lighting; fees paid are for site access and not a guarantee of uninterrupted services.
- 7.2. I am responsible for securing my personal property; the Released Parties are not insurers and are not responsible for lost, stolen, or damaged property.
- 7.3. I will dispose of trash and wastewater only in designated receptacles and will not discharge contaminants onto the ground or into water sources.

## 8. No Tenancy; Removal for Cause

- 8.1. This Agreement and my stay are for transient recreational use only and do not create a tenancy or landlord-tenant relationship. I may be asked to vacate for violation of rules, unlawful conduct, or behavior that endangers persons or property, subject to applicable law.
- 8.2. Refunds, if any, are governed by the Facility's posted cancellation policies.

## 9. Photographs and Recordings

- 9.1. I grant the Facility a limited, revocable license to use non-identifying photographs or recordings captured in common areas for safety, maintenance, or promotional purposes, unless I provide written opt-out notice at or before

check-in. This does not authorize photography in private areas such as restrooms or inside RVs.

## 10. Dispute Resolution; Arbitration; Class Action Waiver

- 10.1. Informal Resolution. Before initiating arbitration, the parties will attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or my stay at the Facility (Dispute) by providing written notice and engaging in informal discussions for at least thirty (30) days.
- 10.2. Arbitration Agreement. Any Dispute that cannot be resolved informally shall be resolved by binding, individual arbitration administered by AAA under its applicable consumer arbitration rules in effect at the time the arbitration is commenced, as modified by this Section 10. Judgment on the award may be entered in any court having jurisdiction.
- 10.3. Governing Law; Seat; Venue. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. The seat of arbitration shall be San Diego, California, and hearings shall occur in San Diego County, California, unless the arbitrator permits remote proceedings for good cause.
- 10.4. Procedures and Fees. The arbitrator shall apply applicable California law to all substantive issues. The Facility will pay arbitration filing and arbitrator fees as required to ensure this arbitration provision is not cost-prohibitive to consumers, subject to reallocation by the arbitrator in the final award if permitted by law. Each party shall bear its own attorneys' fees and costs unless a statute provides otherwise.
- 10.5. Class and Representative Action Waiver. To the maximum extent permitted by law, the parties agree that arbitration shall be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.
- 10.6. Small Claims; Injunctive Relief. Either party may bring an individual action in a California small claims court of competent jurisdiction. Either party may seek temporary injunctive relief in a court of competent jurisdiction to preserve the status quo pending arbitration.

10.7. Severability. If any portion of this Section 10 is found unenforceable, such portion shall be severed, and the remainder shall be enforced to the fullest extent permitted, except that if the class action waiver in Section 10.5 is found unenforceable in a particular Dispute, then the entirety of this Section 10 shall be unenforceable as to that Dispute.

#### 11. Notice; Time Limits

11.1. Notices under this Agreement shall be sent by email and certified mail to the addresses on file for the parties. I agree to provide the Facility with a current mailing and email address.

#### 12. Environmental and Fire Safety

12.1. I will follow all local fire ordinances and restrictions, maintain control of any open flame, and fully extinguish fires. I accept responsibility for any damage caused by my failure to adhere to fire safety rules.

12.2. I will not disturb wildlife or protected habitats and will comply with posted environmental protection measures.

#### 13. Accessibility and Accommodations

13.1. Guests who require reasonable accommodations should notify the Facility in advance. The Facility will make good-faith efforts to provide reasonable accommodations consistent with applicable law and site constraints.

#### 14. Entire Agreement; Rules; Modifications; Severability

14.1. This Agreement, together with posted Facility rules and my reservation confirmation, comprises the entire agreement regarding my stay and supersedes prior discussions on these topics.

14.2. The Facility may modify rules prospectively by posting updated rules at the office or online. Material changes to this Agreement will not apply to stays already completed and will be presented for acknowledgment upon check-in for future stays.

14.3. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force to the maximum extent permitted.

14.4. No waiver of any term is a continuing waiver unless stated in writing.

#### 15. Acknowledgment; Readability; Opportunity to Ask Questions

15.1. I acknowledge that I have carefully read this Agreement, understand its terms, and had the opportunity to ask questions and to seek independent advice before signing. I understand that I am giving up substantial legal rights, including the right to sue in court and the right to a jury trial, to the extent permitted by law.

16. Personal Information

16.1. I consent to the Facility's collection and use of my contact information for reservation administration, safety, and compliance with law. The Facility's privacy practices are described in its posted privacy notice.

17. Signatures and Authority

17.1. I represent that I am authorized to sign this Agreement for myself and for any minor children or wards accompanying me. If I am signing on behalf of others in my party, I agree to provide them with a copy of this Agreement and ensure their compliance.

Guest Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Additional Adult Guest Signature (if applicable): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Minor(s) in Party (list names and ages): \_\_\_\_\_

Facility Contact for Notices: Johanna McLouth, 320 296 2942, 1370 Taza Road, Fallbrook, CA 92028