



ZACA CREEK®

RELEASE & INDEMNITY

Due to the outbreak of the novel Coronavirus (COVID-19), ZACA CREEK LLC is doing everything we can to protect you, our clients, our community and our staff. To this extent, Zaca Creek LLC has taken steps to implement the recommended guidance and protocols issued by the Center of Disease-Control (CDC) and the California Department of Public Health with regard to social distancing practices and sanitation.

This Agreement (“Agreement”) is entered into by the undersigned in favor of ZACA CREEK LLC, a California limited liability, Owner of the Zaca Creek Event Facility, located at 1297 Jonata Park Rd, Buellton, California (the “Venue”), as well as all its managers, officers, trustees, beneficiaries, employees, agents, and related parties, including specifically, but without limitation: La Arboleda LLC, Zaca Creek LLC, and all of both of their officers, managers, members, employees, and agents (who are all collectively referred to herein as the “Released Parties” and/or a “Released Party” if in the singular).

Zaca Creek LLC requires all persons attending any event held at the Venue, including, without limitation, the wedding party, guests, vendors, and others, to sign this Release form before entrance to the Venue for any event will be permitted.

In consideration for the undersigned being permitted to host and/or attend events at the Event Facility Venue, the undersigned do hereby acknowledge and agree as follows:

I am aware of the symptoms of Covid-19 (see attachment) and the significant health hazards associated with that disease, and I hereby affirm that I, as well as all of my household members, do not currently have, nor have I or any of my household members experienced, any symptoms of Covid-19 infection within the last 14 days.

I affirm that I, as well as all of my household members, have not been diagnosed with Covid-19 within the last 30 days.

I affirm that I, as well as all of my household members, have not knowingly been exposed to anyone diagnosed with Covid-19 within the last 30 days.

I affirm that I, as well as all of my household members, have not traveled outside of the United States within the last 30 days.

I understand that as a result of this Release, the Released Parties cannot be held liable for my exposure to the virus or any other contagious disease resulting from my attendance at any event

at the Venue, and that the Released Parties are not responsible in any way for any misinformation or inaccurate health history provided by any attendee of any event at the Venue.

RELEASE & WAIVER. On behalf of myself, my heirs, successors and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME AS A DIRECT OR INDIRECT CONSEQUENCE OF MY HOSTING OR ATTENDING AN EVENT AT THE VENUE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I fully understand that this RELEASE relates to circumstances and occurrences that, if they do occur, will take place in the future, only after this release and waiver are given by me, and that as such, the exact nature of the occurrences and the resulting injury or loss is by definition unforeseeable. I also understand that the extent of possible loss or damage may include serious bodily injury or even death or serious and substantial loss or destruction of my personal property. Understanding and acknowledging the risk I am assuming and the release from liability that I am granting the Released Parties, I hereby expressly waive any claims or rights which I may otherwise have under **Section 1542 of the California Civil Code**, relating to the release of unknown claims, which Section reads as follows: “**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 affected his settlement with the debtor.**”

YOU MUST INITIAL HERE _____

WAIVER OF ANY LAWSUIT. I hereby agree that neither I, nor any of my employees, agents, heirs, successors or assigns will bring any lawsuit, demand for compensation, or other claim against, or otherwise seek to recover or obtain redress from or attach the property or assets of any of the Released Parties, for any loss or damage arising or resulting directly or indirectly from my hosting or attending any event at the Venue.

INDEMNITY. I hereby agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney’s fees, arising from or in any way related to any injury, illness or death of any other person or any damage, destruction or loss of any of my or any other person’s property which might result, directly or indirectly, from my presence at any event held at the Venue.

CALIFORNIA LAW & LOCAL JURISDICTION. This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action or proceeding arising hereunder or in any other manner connected with my participation in an event shall be brought solely in the Superior Court of the County of Santa Barbara, California. I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE

HAVE UNDER CALIFORNIA LAW.

SEVERABILITY. I acknowledge that this Agreement is intended to be as broad and inclusive as is permitted under California law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable herefrom, and the validity, legality and enforceability of the remainder of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

REPRESENTATIONS AND WARRANTIES. I hereby represent and warrant that:

I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.

I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM RELEASING AND SURRENDERING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT REPRESENTS (a) MY PROMISE AND AGREEMENT NOT TO SUE ANY OF THE RELEASED PARTIES; (b) MY RELEASE OF THE RELEASED PARTIES FOR ALL CLAIMS WHICH I MIGHT OTHERWISE HAVE AGAINST THE RELEASED PARTIES; and (c) MY AGREEMENT TO INDEMNIFY THE RELEASED PARTIES FROM ANY LIABILITY CAUSED TO ANY OTHER PERSON BY MY ATTENDANCE AT AN EVENT AT THE VENUE FOR WHICH ANY OF THE RELEASED PARTIES MIGHT BE HELD LIABLE.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY. I HAVE BEEN ACCORDED THE OPPORTUNITY TO SEEK, AND I HAVE BEEN ADVISED TO SEEK, LEGAL COUNSEL TO EXPLAIN AND INTERPRET IT FOR ME. I HAVE BEEN ACCORDED THE OPPORTUNITY TO ASK QUESTIONS AND OBTAIN ANSWERS TO MY SATISFACTION. I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE RESULTING CONSEQUENCES FOR ME.

GUESTS, VENDORS & OTHERS:

Date: _____

Signature

Print Name _____