

Palomar Radio Control Flyers Membership Application and Release Agreement for AMA Club #141

I _____ (Print name), here-in-after referred to as releasor, in consideration of being a member of the Palomar RC flyers Inc. able to participate in all Palomar RC Flyers events, meetings, and services do here by release the Palomar RC Flyers, Inc.; it's officers; employees; members; successors—in interest of any liability arising from any claim or legal action what so ever resulting from any activity lawfully conducted by the Palomar RC Flyers, Inc.. I further release JPSD 100, LLC, a California limited liability company and CPSD 100 LLC, a California limited liability company, the present land owners of the Palomar RC Flyers flying field, located at, the North East corner of Interstate 15 and SR 76 (Pala Rd.) GPS coordinates 33.338076,-117.152656, their heirs, successors, assigns, employees, officers, executors, and administrators from any liability arising out of any lawful activity conducted or sponsored by the Palomar RC Flyers, Inc. on said property.

The releasor also acknowledges that the wooded areas to the north and east of the Palomar RC Flyers flying field, commonly referred to as "The Jungle" contain numerous hazards including but not limited to stinging insects, poisonous snakes, poisonous vegetation and trip hazards. Palomar RC Flyers, Inc. does not encourage entry into this area for any reason and any member who enters "The Jungle" assumes all responsibility and liability for the well-being of the member and any companions.

This release, and the application or renewal herein attached, represents the entire agreement. Releasor represents that the information contained in this application herein attached is true and correct. The laws of the State of California are controlling in determining the validity of this release. If any portion of this release, either paragraph or sentence is determined to be invalid under California law only that portion that is invalid shall be stricken from the release and the remainder of the release shall be in full force and effect. Furthermore, the parties here by agree that any legal action or claim arising out of any lawful activity conducted by the Palomar RC Flyers, Inc. its heirs, successors, and or assigns, shall be determined thru arbitration in that the parties mutually agree to wave formal jurisprudence. Said arbitration shall be conducted informally waving the rules under California code of civil procedure.

I, the undersigned, on my own behalf (or on behalf of a minor, as indicated below) and on behalf of my successors, assigns, heirs, personal representatives, dependents, guardians, conservators, and family members do hereby waive, release, and forever hold harmless Hilltop Group, Inc., a California corporation ("Hilltop") the agent and property manager of ADJ Holdings, LLC, a California limited liability company ("Owners") and their tenants, agents, principals, shareholders, officers, directors, members, managers, employees, successors, predecessors, assigns, affiliates administrators, personal representatives, executors heirs, legatees and devisees, insurers and related or controlled persons or entities (collectively "the Property Owners"), for any loss, damage or injury to myself or my property caused by my electing to enter upon and engage in recreational activities on the Property Owners' real property commonly known as 30630 Camino Del Rey, Bonsall, A.P.N.: 127-511-12-00 and 127-511-08-00 in the County of San Diego, State of California ("the Property"). Such recreational activities may include, without limitation: the operation of radio controlled aircraft and/or acting as a spectator to the operation of radio controlled aircraft. I understand and agree that the activities described above are inherently dangerous and I assume all risk and take full responsibility for my decision to participate in such activities as well as any other activities that I may elect to participate in or act as a spectator to on the Property.

I understand that most of the Property has not in any way been prepared for the activities described above and remains in its natural state with all its hazards, uneven terrain and obstacles. I also understand that some of the Property has been altered by the Property Owners and/or its tenants to enhance the tenants' use of the Property, including, without limitation, for riding horses. I further understand that none of the Property Owners have any formal experience, education or expertise in making such alterations. In addition, I understand that the Property Owners and/or tenants have made alterations to the Property unrelated to and without consideration of the risks these alterations may cause to anyone engaging in recreational activities on the Property, such as accumulation of sand and the installation of irrigation and landscaping. I understand and agree that it is my responsibility to inspect all areas of the Property that I will be engaging in such activities on and determine its suitability for such activity. I also understand and agree that any loss, damage or injury may not be caused by me but could be caused by a third party or outside influence, including without limitation, another radio controlled aircraft operator, mechanical difficulty, failure of an apparatus or interference by tenants, tenants invitees or their horses.

In addition to waiving any liability of the Property Owners for any loss, damage or injury to my person or property caused by my electing to engage in recreational activities on the Property, I agree to indemnify, defend and hold the Property Owners harmless with counsel of their choice, for any loss, damage or injury to myself, any other person, my property or any other person's property, real or personal, caused by my activities on the Property. Such loss, damage or injury would include, without limitation, physical damage to the Property which I shall be fully liable and responsible.

I declare, under penalty of perjury, that I am over 18 years of age and have read this Unconditional Waiver and Release of Liability and understand that by signing it I am forever waiving legal rights, protections and causes of action that might arise by my participating in or acting as a spectator to recreational activities on the Property. This waiver shall apply equally to any past, present or future activities that I may partake in on the Property, and shall not be limited to those activities occurring on the date of this Unconditional Waiver and Release of Liability.

This release is here by executed on _____, 20__ by;

Print Name

Address

City, ST Zip

Phone (cell preferred)

Date of Birth

Email

Signature of releasor (Parent or Guardian if releasor is under 18 years of age)