

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND PRIVACY AGREEMENT**

I am aware of the inherent risks of injury, death, and property damage involved in recreational activities that take place on the Hearst Ranch located in San Simeon, California (San Simeon Ranch), the Hearst Ranch in Cholame, California (Jack Ranch), and Hearst property located in Siskiyou and Shasta Counties, California (Wyntoon) (collectively, "HEARST RANCH LANDS"), including but not limited to such activities as fishing, hunting, shooting, camping, water sports, hiking, sport parachuting, equestrian and rodeo type events, riding, including all types of animal riding, all types of vehicular riding, including off-roading, three- and four-wheel all-terrain vehicle, biking, diving, rock collecting, sightseeing, picnicking, nature study, nature contacting, photography, recreational gardening, gleanings, hang gliding, and viewing or enjoying historical, archaeological, scenic, natural, or scientific sites.

I am aware that these activities are hazardous activities and that I could be seriously injured or even killed. I am aware of the risks of bodily injury, death and property damage that may result from, among other causes, the active or passive negligence of Hearst Corporation and its agents, heirs, directors, officers, executives, employees, affiliates, subsidiaries, divisions, attorneys, contractors, representatives, agents, board members, trustees, Hearst family members, predecessors, successors, assigns (collectively, "RELEASED PARTIES"), including without limitation the risk of negligent instruction or supervision. I am voluntarily participating in these activities with knowledge of the danger involved, and agree to assume any and all risks of bodily injury, death and property damage, whether those risks are known or unknown.

As consideration for being permitted by Hearst Corporation to participate in these activities and to use the HEARST RANCH LANDS, I forever release the RELEASED PARTIES from any and all claims damage, demands for personal injury, death, and property damage, causes of action, liabilities, and actions of any nature whatsoever, that I, my principals, employees, agents, representatives, guardians, successors, assigns, heirs, children, next of kin, spouse, distributees, and legal representatives now have, or may have in the future, for injury, death or property damage, arising from or related to (i) this Agreement, (ii) my participation in recreational activities, (iii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iv) the condition of the premises where these activities occur, whether or not I am then participating in the activities; whether the injury, death or property damage occurs on or off the premises. I also agree that I, my principals, employees, agents, representatives, guardians, successors, assigns, heirs, children, next of kin, spouse, distributees, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing RELEASE. This RELEASE includes, without limitation, any personal injury, death or property damage caused by the active or passive negligence of any of the RELEASED PARTIES. I bear sole responsibility for any loss.

I hereby expressly acknowledge and waive any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 (or as the same may be amended), which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I hereby acknowledge the foregoing waiver of the provisions of Section 1542 of the California Code of Civil Procedure was separately bargained for; I expressly consent that this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action hereinabove specified.

I further agree to indemnify and save and hold harmless the RELEASED PARTIES and each of them from any loss, liability, damage, or cost that they may incur arising out of or related to my participation in recreational activities, or the condition of the premises where these activities occur, whether or not I am then participating in the activities, whether caused by the negligence of the RELEASED PARTIES or otherwise.

I understand that in connection with use of the Hearst Ranch Lands, I may gain access to confidential information concerning the Released Parties, members of the Hearst family and/or guests of the Hearst family. I acknowledge that the

members of the Hearst family and their invited guests are entitled to their personal privacy. The term "Confidential Information" is used here to include, but is not limited to, any and all ideas, information and material not generally known to the public concerning or relating to in any manner:

- The Hearst family and/or each Hearst family member's business or private life;
- The guests and/or each guest's business or private life; and/or
- The business activities, employment practices, dealing or interests of The Hearst Corporation, its affiliates, members, employees, volunteers, consultants, agents and contractors.

I agree to keep confidential and never disclose, use, or misappropriate any Confidential Information. I also agree never to confirm or deny any statements or comments concerning the Released Parties, the Hearst Corporation, its affiliates, members, employees, volunteers, consultants, agents and contractors, members of the Hearst family or their guests. I understand that this Agreement is part of the Confidential Information, and there should be no disclosure of the existence or the terms of this Agreement.

Should any legal process or proceeding seek to compel disclosure of Confidential Information I agree to promptly to notify the Hearst Corporation. The Hearst Corporation reserves the right to seek a protective order or similar remedy to prohibit public disclosure.

I agree that if I ever threaten to disclose any Confidential Information, the Hearst Corporation has the right to make me account for and pay over to the Hearst Corporation all compensation, profits, monies, accruals, increments or other benefits derived or received by me that result from any transaction or activity constituting a breach of this Agreement.

I further agree that any photographs taken by me on the HEARST RANCH LANDS are for my personal use only. I agree not to publish, sell, post, broadcast or otherwise use or display on social media, websites, or in any other medium any photographs or video of the building interiors located on the HEARST RANCH LANDS.

I understand that the foregoing agreement extends forever into the future and will have full force and legal effect each and every time I enter the HEARST RANCH LANDS and engage in recreational activities thereon, and will continue even if I am no longer an invitee at the Property.

I represent that I am responsible for and will supervise all minor children identified below. I represent that I have the authority to enter into this Agreement on behalf of each child identified below.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF THE RISK OF THE RELEASED PARTIES' NEGLIGENCE AND A RELEASE OF THEIR LIABILITY. I ACKNOWLEDGE THAT HEARST CORPORATION IS MATERIALLY RELYING ON THIS WAIVER AND IS ALLOWING ME TO ENTER THE HEARST RANCH LANDS AND ENGAGE IN RECREATIONAL ACTIVITIES.

I HAVE READ AND UNDERSTAND THE FOREGOING. I AGREE TO ALL OF THE ABOVE TERMS, ON MY OWN BEHALF AS WELL AS ON BEHALF OF ALL MINOR CHILDREN IDENTIFIED BELOW:

Dated: _____

SIGNATURE

Name: _____

Names of minors under the age of 18:
Please print
