

EXHIBIT B

RUNNING Y RANCH RESORT OWNERS ASSOCIATION (RYRROA)

LIABILITY WAIVER FOR PARTICIPANTS IN THE COMMUNITY GARDEN CLUB

This Waiver of Liability is agreed to by _____ (Participant) in consideration of having access to the Community Garden (CG) and is in favor of the Running Y Ranch Resort Owners Association (RYRROA), its officers and directors, Running Y Ranch Management, LLC and its affiliates and subsidiaries, and their employees, officers and directors (collectively, the “Association Parties”).

Assumption of the Risk: Participant will have access to the CG to use a garden plot and to help maintain and operate the CG (hereinafter called the “Activities”). Activities may be hazardous to the Participant, including, but not limited to: operation and use of garden chemicals, irrigation pipe, gardening equipment, mowers, and similar equipment, as well as outdoor hazards such as inclement weather. Participant assumes the risk of injury or harm from Activities and releases the Association Parties from all liability for injury, illness, death, or property damage resulting from Activities.

Release and Waiver: Participant releases, discharges, and holds the Association Parties harmless from all liability, claims, and demands, either in law or in equity, which arise from the Activities.

Participant understands that this release discharges the Association Parties from any liability or claim that the Participant may have against the Association Parties with respect to injury, illness, death, or property damage that may result from the Activities whether or not caused by the negligence of the Association Parties or their members, agents, or volunteers.

Participant releases and discharges the Association Parties from any claim arising on account of first aid or treatment rendered in connection with the Activities.

This release applies to Activities on private property owned by CLV Properties, LLC (“Property Owner”) onto which Property Owner has granted permission to RYRROA to conduct certain operations on the private property pursuant to License Agreement for the CG dated September 1, 2023. When using any portion of the CG as a Participant on privately owned property, the Volunteer releases “Property Owner”, and its members, employees, officers and directors, from any and all claims for injury, illness, death, or property damage suffered by the Participant because of any condition, negligence or default relating to activities of the Association Parties on that property.

Other: This Release shall be governed by the laws of the State of Oregon and is intended to be as broad as permitted by the Oregon laws. If any part of this Release is invalidated by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release which shall continue to be enforceable.

Participant voluntarily, and without duress, executes this Release as of _____, 20__

Participant Name (Please Print) _____

Participant Signature: _____

Emergency Medical Contact: Name _____
Relationship _____ **Phone** _____