



**R-RANCH  
OWNER'S  
INFORMATION  
BOOK  
ALSO KNOWN AS THE  
BROWN BOOK**

Revised May 9, 2021

## R-Ranch Brown Book Index

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Dear Owner:

In a civilized society, "Order in all things" only comes about by self-imposed regulations. Therefore, for our security, protection of life and property, our enjoyment and comfort, and our great feeling that our property, R-Ranch, is well secured and cared for, we have, at the request of many Owners, established certain rules to govern ourselves by and are publishing them for your information in the following pages. We request that all Owners observe these rules so all may enjoy the facilities at R-Ranch.

Thank you.

Board of Directors R-Ranch Property Owners' Association

**SECTION ONE**  
**GENERAL INFORMATION**  
**HEADQUARTERS (530) 475-3495**

1. Owners of R-Ranch (Members of the R-Ranch Property Owners Association) and their Immediate Family (Associate Members of R-Ranch Property Owners Association), who are in "Good Standing" as defined in the Governing Documents, are entitled to the use of all R-Ranch facilities.
  - a. "Immediate Family" is defined as Spouse and/or Children, under the age of 24, living at the same address as the Owner/Member.
  - b. Documented Full time students under 24, living away from home, and documented foster children are considered Immediate Family/Associate Members.
  - c. R-Ranch Owners who provide the majority of care for their children with a documented disability, and who live with their Owner/Parents, are entitled to the same privileges as children under 24 living at home.
  - d. Owner/Member's children 24 and over and children who live independently from Owner/Members are considered guests and must pay applicable guest fees and follow guest rules.
  - e. Single owners on title are allowed one free guest pass per visit per day. This individual is not restricted by the 30-day rule nor subject to horseback riding fee.
2. If there is more than one named Owner on the Share (Share equals any single 1/2500<sup>th</sup> undivided interest in the properties) **and** the second name is **not** the Spouse of the first name on the Share, the following applies
  - a. An immediate family member of the first named owner (Defined in #1 above and CC&Rs Article 1.)
  - b. A second individual not married to the first, but living at the same address (Children are "Immediate Family" Members).
  - c. An unmarried individual not living at the same address of the first named owner on the Deed is an associate member.
  - d. Children of the first person named on the share are also associate members. Spouses of both Owners, as well as children from the second name on the share are also considered guests unless they are under 16 and then will be considered an associate member and not subject to guest fees.
  - e. Grandchildren of Owners under 16 are not subject to guest fees. They must be sponsored by Grandparent Owners to have guest fees waived. Grandchildren are subject to all other guest regulations.
3. Family members (not defined as Immediate Family) and friends of owners who wish to use the available Ranch facilities must be sponsored as a "guest" by an Owner who is camping (staying on the

Ranch each night the guest stays). Owners must supervise and be responsible for guests on the Ranch at all times.

- a. Guests are subject to all applicable fees and regulations.
  - b. Children under 14 must be accompanied and/or supervised by an adult at all times.
4. Owners "Immediate Family" is entitled to the "Use of R-Ranch without owners being on the Ranch under the following Conditions:
    - a. Children of Owners aged 18 to 24 years of age and living with their parents are permitted to stay overnight and allowed a maximum of 2 guests who must be 18 years of age or older.
    - b. Children of Owners aged 18 to 24 of age living with their parents who abuse or misuse the privilege of staying overnight without parental supervision may have that privilege revoked.
  5. Owners are financially responsible for any damage incurred by any members of their family or by their guests. A fee will be charged to you for any unkempt areas on the ranch be it bunkhouse, cook shack, campsites, bathrooms and or any of the lodges. You are responsible for any and all areas of the ranch you use. Clean up after yourselves! There will be additional charges if special cleaning service is required. For any vandalism a vandalism fine shall be charged, and/or the loss of Ranch privileges for a Minimum 30 days. Owners are responsible for their own children, their guests and their guest's children. See Section Fifteen for fee amounts.
  6. R-Ranch is not responsible for any loss or damage to any property owned by the Owners, their immediate family or their guests.
  7. All Owners who bring minor children to the Ranch as guests without children's parents or legal guardian: the Medical Release form in Addendum A must be signed by the minor child's parents or guardian and a copy must be left with the area hostess when you register at the Ranch. THIS IS MANDATORY!
  8. Smoking is not allowed in any building including restrooms and inside the pool area except where specifically designated.
  9. Owners are entitled to 30 days of free electricity per year when staying at a campsite, bunkhouse or line shack and thereafter a daily charge will apply.
  10. No Owner's mail or newspaper is to be received at the R- Ranch business Post Office Boxes.
  11. Day use is defined as 6:00AM to 6:00PM. Any use other than day use, except for attendance at Ranch sponsored events, shall constitute an overnight stay.
  12. If an owner has not been formally asked to vacate the Ranch, they may have day visits during the time between 210 day visits. R-Ranch is intended for recreational use only and cannot be used as a permanent address as defined by the following resolution passed by the Board of Directors.
  13. Owners are entitled (1) Campsite, or (1) Bunkhouse room, or (1) Lineshack per multi-family deeds.
  14. R-Ranch facilities are to be used for R-Ranch Owners staying on the R-Ranch. There is to be **NO** dumping of garbage or septic (Blue boys) brought in from owners not staying on the ranch.
  15. An Owner's year is defined as a period of 365 days beginning the first day an Owner stays on the R-Ranch as of January 1, 2016 or anytime thereafter.

16. Loaded firearms are not allowed in R-Ranch common areas, campgrounds and buildings.

**RESOLUTION 2007-02 of the BOARD OF DIRECTORS  
OF THE R-RANCH PROPERTY OWNERS ASSOCIATION, INC.  
REGARDING RESIDENCE OR DOMICILE ON R-RANCH PROPERTY  
UPDATED JANUARY 1, 2016**

**WHEREAS**, the R-Ranch properties “shall be used solely for ranching, grazing, hiking, camping, horseback riding, hunting, fishing, swimming, sports, and other recreational uses authorized by the Association,” in accordance with the Association’s CC&Rs, which apply to all members, associate members and guests of the Association.

**WHEREAS**, the Board of Directors of the R-Ranch is vested with both the power to make rules and duty to enforce said rules by Article III, Section 7 of the CC&Rs, and Article IX, Section 1(d) and 1 (e) of the bylaws; and

**WHEREAS**, the Board of Directors of the R-Ranch has previously enacted Resolutions 97-2 and 98-2, which address issues having to do with R-Ranch non-residency policy and the enforcement thereof, and which appear in their entirety in the Association’s “Brown Book,” which is distributed to all members of the Association; and

**WHEREAS**, the board of Directors has previously enacted Resolution 2007-01, reaffirming the content and intent of Resolutions 97-2 and 98-2, and the Board’s intention to enforce those resolutions; and

**WHEREAS**, the purpose of the R-Ranch was, therefore, from its creation, solely as a recreational community, and shall continue to be solely a recreational community; and

**WHEREAS**, notwithstanding the recreation purpose and nature of the R-Ranch property, certain R-Ranch members have established the R-Ranch property as their permanent residences in various ways, including without limitation, by:

1. Failing to maintain a bona-fide permanent residence or domicile other than the R-Ranch properties;
2. Using the R-Ranch properties on a substantially continuous basis, without maintaining a bona-fide permanent residence or domicile other than the R-Ranch properties;
3. Holding themselves out as residents of the R-Ranch;
4. Home-schooling their children at the R-Ranch;
5. Maintaining a voter registration in Siskiyou County without any other bona-fide residence or domicile; and or
6. Maintaining employment in Siskiyou County, California or Jackson County, Oregon without any other bona-fide residence or domicile.

**WHEREAS**, R-Ranch has previously litigated the validity, reasonableness, and enforceability of its recreational purpose (Siskiyou County Superior Court Case Number 48680, Third D.C.A. Cass Number C020577), and prevailed both in the trial court and in the appellate court in that case. In that case, the Courts held that R-RANCH is a solely recreational community, that residence or domicile on the Ranch constitutes a violation of the Ranch’s governing documents and rules, that a use limitation of 210 overnight stays per each owner’s year is reasonable, and that the Board of Directors has the right to enforce the recreational purpose of the ranch by requiring that violators vacate the Ranch; and

**WHEREAS**, an “Owner’s year” is defined as a period of 365 days beginning the first day an Owner stays on the R-Ranch as of January 1, 2016 or anytime thereafter; and

**WHEREAS**, it is the intent of the Board of Directors to eliminate uncertainty or confusion as recreational, non-residential purposes of the R-Ranch properties and to enforce such non-residential purposes and use; and

**WHEREAS**, it is the purpose of this resolution to bring together into a comprehensive, updated, and clear policy regarding residence or domicile on the R-Ranch properties, penalties for violation of said policy, and the enforcement thereof.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The purpose of the R-Ranch was, from its creation, solely as a recreational community, and that the R-Ranch shall continue to be solely a recreational community;
2. Non-residency Restriction. No member of the R-Ranch shall be permitted to establish his or her residence or domicile on the R-Ranch properties. residence or domicile is defined as that location which a person is considered to have the most settled and permanent connection and where he or she intends to remain and/or return;
3. Presumptions of Residency or Domicile. An R-Ranch member shall be presumed to have established his or her residence or domicile at the R-Ranch, in violation of the ranch's purpose and rules, if that member does any of the following:
  - a. Fails to maintain a bona-fide permanent residence or domicile other than the r-ranch properties;
  - b. Uses the r-ranch properties on a substantially continuous basis, without maintaining a bona-fide permanent residence or domicile other than the R-Ranch properties;
  - c. Holds himself or herself out as a resident of the R-Ranch;
  - d. Home-schools his or her children at the R-Ranch;
  - e. Sends his or her children to public schools while staying on the R-Ranch;
  - f. Is a registered voter in Siskiyou county without any other bona-fide residence or domicile; and/or
  - g. Maintains employment in Siskiyou County, California or Jackson County, Oregon, without any other bona-fide residence or domicile; and/or
  - h. Remains on the ranch in excess of the use limitation specified in paragraph 4, below;
4. Recreational Use Limitation. In accordance with the recreational nature and purpose of the R-Ranch, each member shall use the ranch for no greater than 210 overnight stays in any one owner's year, subject to the following additional terms and conditions:
  - a. At the beginning of each owner's year, each member shall have available to him or her, the full 210 overnight stays for that owner's year. At the end of each owner's year, any unused overnight stays shall be forfeited, and not carried over into the next owner's year.
  - b. Once a member has accrued 210 overnight stays in one Owner's year, the member may use the ranch for "day use" only for the balance of the Owner's year. As used in this section, "day use" shall mean any use of the ranch from 6:00AM to 6:00PM.
  - c. This use limitation shall apply regardless of the number of shares owned by the member.
  - d. The board, in consultation with the general manager, reserves the right to establish contractually volunteer camp host that would assist in ranch duties and activities. Jobs could include, meet and greet, checking camp sites, potty pumps, digging ditches trailer pulls or any function that an employee currently does.
  - e. This paragraph and its sub-paragraphs shall take effect on January 1, 2016.

5. Members are in violation of either the ranch's "non-residency restriction," "presumptions of residency or domicile," or "recreational use limitations," as outlined in items 2 through 4 above, are subject to member discipline in accordance with the association's project documents and applicable law, and additionally as follows:
  - a. Any member who remains on the ranch in violation of the Non-Residency Restrictions, the Residence or Domicile Presumptions, and/or the Recreational Use Limitation shall be given a 10-day notice to vacate the ranch.
  - b. A fine of \$45.00 per day shall be levied against any member who remains on the ranch in violation of the Non-Residency Restriction, the Residence or Domicile Presumptions, and/or the Recreational Use Limitation.
  - c. Non-payment of fines levied shall cause the member to lose his or her status as a member in good standing, and cause the suspension of all rights to use the property until time as fines are paid in full.
  - d. Members remaining on the ranch after being given a 10-day notice to vacate, or who continue to maintain residence or domicile on the ranch notwithstanding the ranch's non-residency rules, shall be subject to legal action for removal from the ranch, including attorney's fees and costs.
6. Resolution 2007-02 supersedes and replaces resolutions 97-2 and 98-2. Resolution 2009-01 shall supersede and replace only the affected sections of resolution 2007-02. The remainder of resolution 2007-02 remains unchanged.
7. This resolution shall delete paragraph 11 of the "general information" section of the R-Ranch owner's information book, also known as the "Brown Book," August 2006 edition.
8. Be it further resolved that resolution 2007-02 shall become effective immediately.

**SECTION TWO**  
**OWNERS, GUESTS AND COMMERCIAL GUESTS**

1. Anyone using the R-Ranch or any of the available services of R-Ranch is required to keep their Owner Identification or Guest Pass (wrist band) with them at all times while on the Ranch Common Areas. Owners and guests must show their Identification upon request.
  - a. Sponsoring Owners must accompany their guests to the area office where they will be staying to purchase Guest Passes and pay for Campsites – tent, RV, electric/non-electric, Bunkhouse, or Line Shacks.
  - b. Other activities requiring guest fees will be paid at the location of the activity. Such as Horseback riding, gun range, etc.
  - c. Use fees will be posted at various locations and in Section 15 of these rules. Fees are subject to change.
2. It is the responsibility of Sponsoring Owners to register their guests and pay all associated fees as soon as it is reasonable possible, but no longer than the following morning after arrival at R-Ranch.
  - a. Owners who do not register their guests within the allotted time will be fined. The fine and fee schedule can be found in Section 15 of this rule book.
  - b. Any guest visiting the R-Ranch for less than 4 hours in a day and departing the R-Ranch prior to 8:00pm that evening is not subject to daily guest fees. All other guests must register and pay guest fees.

- c. The R-Ranch reserves the right to deny access to R-Ranch property, facilities, or services, to any guest that has broken Brown Book Rules in the past or engaged in questionable activities. Owners who continually invite disruptive individuals onto R-Ranch property will be given a hearing and may be fined \$100.00 per incident
3. Guests are allowed a total of 30 over-night stays per calendar.
    - a. Sponsoring Owners must stay overnight each day their guests stay on the R-Ranch.
    - b. Guests may not use the 5-consecutive night away rule that is available to Owners.
  4. Owners will be responsible for the actions of their family members, guests and guest's children.
  5. Group usage of the Ranch is defined as:
    - a. A group is defined as 12 or more non-owners.
    - b. All groups must be sponsored by an owner
    - c. Requests for group usage are to be made at least 30 days in advance and will be decided on a first come first serve basis, depending on availability.
    - d. Special rules and fees apply as specified in the "Special Guest Agreement" available at Ranch Headquarters.
  6. Commercial Guest is defined as:
    - a. Guests of an owner conducting business on the Ranch with a Board approved consent form.
    - b. All brown book fees as well as those at gun range will be twice the amount charged to noncommercial guests-excluding food.
    - c. Commercial Guests are required to wear a current R-Ranch commercial guest wristband at all times.
    - d. Commercial Owners and their Guests are bound by all other applicable Brown Book rules.
    - e. Campsites and bunkhouse rooms for commercial guests will be on a space available basis with priorities being (1) Owner (2) Owner Guests (Non-Commercial) and (3) Commercial Guests.
    - f. A Single Owner on Title (SOT) when doing business on the Ranch with a commercial permit is not allowed any free passes.
  7. No owner or guest shall engage in disruptive behavior anywhere on the R-Ranch. This includes but is not limited to fighting or violent, noxious or threatening behavior, lewd acts or any other activity which violates the Penal Law. A fine of \$100.00 per incident will be assessed and if needed, a hearing will be scheduled.

**SECTION THREE**  
**BUNKHOUSE, LINE SHACKS and COOKSHACK**  
**(530) 475-3013**

1. Owners should make reservations for the Bunkhouse and Line Shacks no more than 30 days in advance to ensure the best chance of obtaining a reservation for either.
  - a. Reservations are on a first received – first processed basis.



- b. Owners R-Ranch share number must accompany all reservations.
2. Reservations must be made either by mail, in person, by phone, e-mail or via the Ranch web site [www.r-ranchca.com](http://www.r-ranchca.com) at least 24 hours in advance. On the front page of the web site you can click on Bunkhouse link where you fill out the form to e-mail. You're R-Ranch share number must always be given with your reservation.
3. Bunkhouse reservations may not be made more than 30 days in advance. They must be cancelled at least 48 hours prior to scheduled arrival or there will be a \$25.00 "No Show" fee.
4. Owners are entitled to one room per share and additional rooms based on availability with a second site charge. Associate rooms are available to accommodate large families.
5. Holiday weekends, Owners take priority to use of rooms. Guest rooms are put on a waiting list and booked on a first come first serve basis.
6. The length of stay at the Bunkhouse and Line Shacks is limited to 14 consecutive days per visit. There must be at least 14 days between visits.
7. There will be a cleaning fee charged to Owners leaving their rooms or their guest's rooms in an unsatisfactory state of cleanliness. A special cleaning fee will be charged if special cleaning service is required. For any vandalism a vandalism fee shall be charged and/or loss of ranch privileges for a minimum of 30 days or as determined by the Board of Directors. See Section Fifteen for amount of fees.
8. No amplified sound systems that disrupt peace and tranquility in or around Bunkhouse or Line Shacks are allowed.
  - a. Boisterous activities and "rough housing" are not permitted in Bunkhouse or Line Shacks.
9. R-Ranch staff reserves the right to curtail any activity that is objectionable or detrimental to the peace and enjoyment of the other occupants of the Bunkhouse. First offence will result in a verbal warning. Second offense will incur a \$100.00 fine per incident.
10. No loaded firearms are allowed in the Bunkhouse or Line Shack buildings or adjacent areas.
11. All TV's and amplified sound systems shall be curtailed at 10:00 PM until 8:00 AM.
12. Animals are not allowed in the Cook Shack at any time. Two rooms are available at the Bunkhouse for owners with service dogs. They're located in the C Wing of the Bunkhouse next to outside door access. Dogs are not allowed in any public areas of the Bunkhouse and should enter/exit by the C-Wing outside door. When these rooms are filled, only the line shacks can be used for additional owners with animals. Owners are required to sweep and mop the floors before departing the Bunkhouse. Owners or guests who do not maintain control of their animals or cleanup after their dogs are subject to fines and additional penalties.
13. One (1) trunk or storage unit is allowed in the Cook Shack storage room per Principal Owner regardless of the number of shares they own. The limit on the size of trunk or storage unit is: 19" high x 17" wide x 36" long.
14. Owners and guests may only stay overnight or sleep overnight in Bunkhouse rooms. Sleeping in common areas of the bunkhouse is not permitted except for short snoozing, dozing or cat naps, as defined and enforced by R-Ranch staff.
15. Upon vacating the Bunkhouse, Line Shacks, or using the Cook Shack, all personal items and trash must be removed. Failure to remove these items will result in fines and/or additional penalties up to loss of use.

**SECTION FOUR**  
**CAMPGROUNDS**

**COTTONWOOD (530) 475-0950 - KLAMATH (530) 475-0318**

**General Campground Rules**

**1. Campground Access**

- a. Entry to the campground is by way of an electronic key card, transmitter clicker, or electronic keypad. All persons entering the gates must record their entry by swiping their electronic key card, using their clicker, or by entering their assigned numerical code on the electronic keypad.
- b. Tailgating is strictly prohibited, and violators will be fined. See Fee Schedule for current amount.
- c. Each Owner is entitled to (1) electronic key card. Additional cards may be purchased from Headquarters for an additional fee. A unique numerical code can also be purchased for use in lieu of the card, or for guest access. See Fee Schedule for current amount.
- d. Entry of guests is by the sponsoring Owners' numerical code.
- e. Owners may not lend their electronic key card to anyone except the co-owners and associate owners assigned to their membership. Doing so is subject to fines or suspension of ownership privileges. See Fee Schedule for fines and penalties.
- f. Owners may not share their numerical code with anyone except their own registered guests. Giving anyone else access via a numerical code is subject to fines or suspension of ownership privileges. See Fee Schedule for fines and penalties.

**2. Campsite Availability**

- a. Campsites are available on a first-come, first-serve basis.
- b. Campsites cannot be reserved or "saved" by staff, another Owner, or guest.
- c. Designated disabled sites can be occupied only by Owners displaying state issued placard.

**3. Campsite Registration**

- a. Upon arrival, Owners and guests must register by completing a campsite occupancy card for their campsite. Deadline is no later than the following morning after arrival.
- b. Disabled Owners will include details from their state issued disabled persons placard if staying in a designated disabled site.
- c. Owner must turn in the completed registration card to the office or drop-box and must clip the completed campsite occupancy portion of the card onto the campsite signpost or place it in a vehicle or trailer window where it is visible from the campground road.
- d. Campground maps showing designated campsites, stay limits, overflow parking, and restrictions are available on the ranch website, HQ office, and the campground bulletin boards.

**4. Campsite Check-Out**

- a. Owners must notify the area office when vacating the Ranch or leaving a campsite unattended overnight by dropping a check-out card or 5-Consecutive Nights Rule card in the drop-box, or by calling the office. Failure to do so will result in appropriate fines.
- b. No RV may be stored in a campsite at the end of a visit. All trailers that will need to be moved to storage by R-Ranch staff must be left in a "ready to move" condition, meaning power and water disconnected and stowed, slides and awnings must be in, steps stored, jacks removed, etc. Trailer can be

hooked up and driven away without further intervention needed other than the removal of wheel chocks. This includes vacated trailers awaiting potty-pump service before being placed in storage by staff.

## **5. Campsite Vehicle and Equipment Limitations**

- a. Each campsite is limited to one RV/Trailer. Additional trailers in the site are subject to appropriate fees as outlined in the Fee Schedule.
- b. Additional limits on tents, vehicles, and recreation equipment are determined by the area manager.
- c. All trailers, tents, vehicles, belongings, and recreation equipment such as utility trailers, boats, quads, UTVs, motorcycles etc. must be parked fully within the campsite boundaries or parked in the designated overflow parking area.
- d. The following are allowed outside: smokers, coffeepots, fry pans, small appliances, one small refrigerator or freezer (less than 6 cubic feet), one portable, collapsible pet containment pen (max. area 25 square feet, height 40").
- e. The following are not allowed outside: microwave ovens, refrigerators or freezers (larger than 6 cubic feet), electric ranges, or other major appliances, or any storage building, permanent or temporary.
- f. Exceeding the number of vehicles and equipment allowed per campsite is subject to fines as outlined in the Fee Schedule.

## **6. Campsite Upkeep**

- a. Campsites must be kept neat and orderly as determined by the campground staff. Campground Manager or staff will give a written 3-day notice to clean up messy campsites. Failure to comply will result in fines as outlined in the Fee Schedule.
- b. Trailers in the campgrounds must be kept in good condition; no broken or boarded up windows, flat tires, tarps over the roof, or other obvious maintenance problems. Violation will result in fines as defined in the Fee Schedule. Failure to correct the problem will result in a hearing and possible removal of the trailer from the campground. (If a trailer becomes damaged while in use, an owner can request a temporary waiver to this rule so their trailer can be covered with a tarp or boarded up to prevent further damage until repairs can be completed.)

## **7. Campground Etiquette**

- a. Owners shall respect the peace and enjoyment of the other occupants of the campground.
- b. Quiet time in the campground is between 10:00 pm and 8:00 am. Generators must not operate during quiet time.
- c. Excessive noise, as determined by ranch staff, from amplified sound systems, TV's, boisterous activities, or rough housing will not be allowed at any time.
- d. Ranch staff reserves the right to curtail any activity, at any time, that exceeds appropriate limits.
- e. First offense will result in a verbal warning. Second offense will incur a fine as outlined in the Fee Schedule.

## **8. Disabled Sites**

- a. Designated disabled sites can be occupied only by Owners displaying state issued placard.
- b. Cottonwood Campground designated disabled sites are numbers 11 and 13.
- c. Klamath Campground designated disabled sites are numbers 49 and 50.

## **9. Speed Limits and Restricted Access Roads**

- a. Speed limit signs are posted throughout the R-Ranch property and vary in different areas.

- b. Campgrounds: The speed limit is 10 MPH in both campgrounds. However, on the Cottonwood paved road from the gate to the pool parking lot and the entry road to the Klamath lodge parking lot, where the speed limit is 15 MPH. This applies to all motorized vehicles plus bicycles. Owners or guests that are reported speeding will be given one written warning. The fine for the second infraction will be \$50.00 per incident.
- c. The road from the gate to the headquarters building and the road from the A-Frame to the Bunkhouse/Line Shacks has a speed limit of 15 MPH but remember both roads are narrow, and you must slow to 5 MPH when passing another vehicle. All other roads in the Headquarters/Stables/Bunkhouse area, the speed limit is 10 MPH.
- d. The road at the beginning of the Pool Parking Lot that leads to the irrigation pond is restricted access for all owners. This road is the only access our neighbor has to his property and is not to be used by any R-Ranch owners. Signs are posted where owner access ends.

#### **10. Misc. Rules**

- a. RVs must not be hooked up to water or electricity from any Ranch building and/or employee or Manager's residence.
- b. RV's must not park or hookup at the dump stations.
- c. Electrical hookup cords must be no longer than 25 feet of #8 wire in single all weather covering.
- d. Truck camper removal and set-up must be completed according to the manufacturer's specifications.
- e. "Park Model" trailers are not allowed on R-Ranch.
- f. RVs are to be pulled into or backed in straight to electric sites in Klamath and Cottonwood. NO angle parking.
- g. RV's must not dump gray water or black water onto the ground. In addition to the RV's holding tanks, you must use the special container hookup approved by the State and County Health regulations.

#### **11. Volunteers**

- a. The board, in consultation with the General Manager, reserves the right to establish contractually volunteer camp host/s that assist in ranch duties and activities. Jobs could include, meet and greet, checking campsites, potty pumps, digging ditches, trailer pulls or any function that an employee currently does.

#### **12. 210 Overnight Use Limit**

- a. Each owner is entitled to a total of 210 overnight stays during their calendar year. Once an Owner has exceeded a total of 210 overnight stays (combined total of every night in any campsite) Owner must not camp overnight for the remainder of the Owner's current calendar year. Day visits are always allowed.

#### **13. 5-Consecutive-Nights-Away Rule**

- a. Owners may leave their campsites set up while they are away for up to five consecutive nights.
- b. All overnight absences must be reported to the area office by completing a Five-Consecutive-Nights card and placing it in the drop-box, or by calling the office. Failure to report overnight absences, or absences exceeding five consecutive nights will be subject to fines according to the Fee Schedule.
- c. Campsites need to be left in a clean and orderly condition during absences.
- d. Upon the Owner's initial campsite occupancy, the Owner must stay a minimum of two consecutive nights.
- e. An Owner must stay overnight in his campsite a minimum of 1 night when returning from utilization of the 5-night consecutive overnight absence rule.
- f. Exceptions to this rule can be made for reasons acceptable to the General Manager.

- g. The 5-Consecutive-Nights rule also applies to disabled owners, but exceptions can be granted by the General Manager or Campground Manager for extenuating circumstances.
- h. All away/unoccupied days count against the occupied campsite's (30, 120 day) limit and as part of the owner's 210 overnight stays if a trailer, RV, camper or tent remains on the campsite.
- i. All away/unoccupied nights that an Owner's trailer/tent/belongings are in an electric campsite count towards an Owner's 30 days of free electricity use per Owner's calendar year, whether or not it is plugged in. A daily electricity fee applies after the free 30 days are used.

#### **14. Off Season Length of Stay Rules**

- a. During the off season, time limits are subject to availability due to weather, usage, and maintenance needs.

#### **15. High Season Length of Stay Rules (Effective Mother's Day to Labor Day)**

- a. Owners may park their trailers, RVs, campers, and tents in any available site for the specified time as shown in the campground specific section below.
- b. Once an owner or their belongings has occupied a campsite for the total number of days allowed during the busy season from Mother's Day to Labor Day, they must move to a different campsite, according to campground specific rules stated below.
- c. Failure to move upon reaching the site stay limit will be subject to fines and/or suspension of owner's privileges. Please see Fee Schedule.

#### **16. Klamath Campground Specific Rules**

- a. During the High Season (Mother's Day to Labor Day), owners may only occupy a campsite up to the number of days listed below. Once the site limit has been reached, owners must move to a different site at least 2 campsites away from their original campsite. Owners using a 30-day campsite must move to another 30-day or a 120-day campsite. Overnight absences count towards the site limit and 210-limit if the site is still being occupied by the owner's equipment and/or belongings.
- b. 30-day sites: Riverfront sites 201-239, 245-255, 261-272. Off-river sites: 1-5, 49-50, 74.
- c. Note: Campsites 49-50 are reserved for disabled campers.
- d. 120-day sites: Riverfront sites: 240-244, 256-260. Off-River sites: 6-48, 51-73, 75-84.

#### **17. Cottonwood Campground Specific Rules**

- a. During the high season (Mother's Day to Labor Day), owners may only occupy a campsite up to the number of days listed below. Once the site limit has been reached, owners must move to a different site. Owners can only stay for a total of 30 days in any combination of 30-day sites. Once a combination of 30 days has been used, an owner must move to a 120-day site. Overnight absences count towards the site limit if the site is still being occupied by the owner's equipment and/or belongings.
- b. 30-day sites: 1-10, 12, 14, 16, 18, 20, 149A, 149B, 149C
- c. 30-day sites: 11 and 13 are reserved for disabled campers.
- d. 120-day sites: All other sites.
- e. Host site is 13.5.

#### **18. Horse Camping**

- a. No overnight horse camping is allowed in Cottonwood or Klamath campgrounds,
- b. Horses kept overnight on the Ranch are to be secured in the Q-pens with prior head wrangler permission, or in the Owner's assigned pasture.

- c. Horses are only allowed onto campgrounds for ingress/egress and special events.

## **19. Exceptions**

- a. Any exception to the stated rules must be approved by the General Manager or by the Campground Manager within their limitations as directed by the GM.

## **20. Disciplinary Action**

- a. Anyone – Guest, Owner, or Trespasser who intentionally damages entry gates, fences, or other R-Ranch property, through intent or misuse, will be subject to paying the actual cost of repairing or replacing damaged property, and subject to criminal charges.
- b. Owners are responsible for all actions of their guests. Owners can be fined and/or suspended for the actions of themselves or their guests.
- c. Reference SECTION FIFTEEN for fines and penalties for violations of campground rules. If warnings, fines, and penalties fail to bring violation into compliance, further actions such as hearings, suspensions, collections, and foreclosure action may be used to remediate continued violations.

## **SECTION FIVE** **GENERAL RV STORAGE POLICY**

1. All owners of trailers, boats or other equipment stored at R-Ranch are required to immediately notify the Ranch of any change to the legal status of such. Such as:
  - a. Change in ownership.
  - b. Address or phone number.
2. All RV's in storage over 16 feet must have current DMV registration and licenses on the vehicles or if under 16 feet, leave a current copy of your "non-op" registration with the area office. Otherwise, a fine of \$5.00 per month will be assessed.
3. RV's not in use, except for 5 night rule, must be removed from campsites and moved to designated storage space or removed from R-Ranch property.
4. Every trailer, RV, boat trailer, etc. stored on R-Ranch shall be kept in movable condition at all times. R-Ranch is not responsible for making trailers and RV's movable. Needed repairs, such as replacing flat or rotted tires or rusted hitches are the sole responsibility of the owner. R-Ranch will notify owners of needed repairs. It is the owner's responsibility to make needed repairs or arrangements for repairs within 30 days or remove trailer/RV from R-Ranch property. Any deviation from this policy must be considered by the General Manager. If repairs are not arranged for, a daily fee will be imposed until repairs are made. See Section 15 for fees.
5. A 72 hour notice will be given to the campground staff to ensure your RV will be placed on a site before your arrival. Employees will not move trailers after normal working hours. Failure to provide 72 hour notice may result in an overnight delay. If the Owner does not arrive on the date they said, a charge will be applied and trailer will be returned to storage.
6. Owners must complete a "Vehicle Storage Agreement" available at each Campground or Headquarters for each vehicle to be stored including additional vehicles if space is available. See Section 15 for charges.

7. Owners who store RV/trailers that are unfit to be moved (as determined by R-Ranch staff) shall arrange for removal or repairs of RV/trailers. A 30 day written notice by R-Ranch staff will be given prior to disposal proceedings through DMV.
8. Owners may not occupy their RV's while in storage.
9. There will be a \$120.00 per year fee charged, due by January 15th, for each trailer, RV, etc. in storage, or \$15 per month. If the fee is not paid each year the trailer, RV, etc. will be considered to be abandoned. A 30 day written notice will be issued before beginning abandonment legal procedures through the DMV.
10. If a trailer/RV has not been moved from storage and used for camping in the past 24 months, they must be removed by the current owner or disposal proceedings will be initiated by R-Ranch POA.
11. Owners must have insurance on all boats, RV's, trailers, and equipment stored on the R-Ranch property. Owners who store any trailer, RV, boat or vehicle listed on the Vehicle Storage Agreement assume all risk for any loss, damage or stolen objects while stored at the R-Ranch or transported by R-Ranch employees, R-Ranch owners and R-Ranch volunteers
12. Trailers in any of the storage areas must be kept in good condition, no broken or boarded up windows and no other obvious maintenance problems. A fine of \$50.00 per incident will be assessed and failure to correct the problem will result in a hearing and possible removal of the trailer from the storage area. *Tarps or other covers are allowed in the storage area.*

#### **SECTION SIX**

#### **LODGES: ADULT AND YOUTH CENTERS**

1. The Klamath Lodge is a family lodge. Children under 18 must be accompanied by a parent, grandparent or guardian. Table games however are restricted to 18 years and older. NO EXCEPTIONS.
2. The Cottonwood Lodge is a family lodge. The pool tables, however, are restricted to adults or minors playing with their parents, grandparents or guardians.
3. The use of alcoholic beverages is under the complete control and discretion of the Owners and their guests. R-Ranch does carry insurance that protects the Association from liability but accepts no responsibility regarding the personal use of such beverages. Alcoholic beverages are not permitted in the youth centers.
4. Owners are financially responsible and accountable for the action of their children and of their guests while on the Ranch.
5. All centers should be left clean and undamaged for the use and enjoyment of the next owner.
6. Vandalism may result in the closure of a center at the discretion of R-Ranch management.

#### **SECTION SEVEN**

#### **HUNTING AND FISHING**

1. California Hunting Laws are in effect at R-Ranch and should be strictly adhered to. Limits are governed by these laws. Licenses are required when fishing at the ponds on R-Ranch property and Klamath River and limits are the same as California Fishing regulations.
2. Hunting is allowed in the area east of the railroad tracks on the R-Ranch property, and the area North of Copco Road, Klamath River parcel of R-Ranch, only during hunting season. No hunting is allowed on R-Ranch property on the west side of I-5.

3. No discharging of firearms except in the designated hunting areas. Target shooting allowed at the R-Ranch Shooting Facility rifle range only. No target shooting permitted in the designated hunting areas. Prior to target shooting at the Shooting Facility check-in with the onsite Range Master and complete a safety form to be kept on file by the Range Master. These Rules apply to Archery, bb guns, and pellet guns. Discharge of paint ball guns is not allowed on R-Ranch property.
4. Fishing at the Headquarters pond and the Fly Casters pond is limited to age 12 and under and certified handicapped adults with a limit of one per day per person.
5. During hunting season Owners are limited to:
  - a. One dog on the ranch per owner.
  - b. Owner must hunt with guest at all times.
  - c. Hunting guests are not allowed to bring hunting dogs to the Ranch.
  - d. One additional hunting "puppy" will be allowed only at the discretion of the Ranch Manager/General Manager.

### **SECTION EIGHT** **SWIMMING**

- 1) Swimming rules are posted at the pool. These rules should be read by all swimmers. Please, become acquainted with and observe these rules at all times
- 2) As there are "No Lifeguards on Duty" at Cottonwood pool; All designated pool rules must be observed to assure proper safety is maintained for Owners, guests and staff.
- 3) Wet clothing and towels should not be left in buildings or around the pools.
- 4) Any child under 14 years of age must be accompanied by an adult when within the confines of the pool fences
- 5) Children in diapers must wear approved "SWIM DIAPERS" in the pool. Parents will be charged a Pool Cleaning Fee should their child have an accident in the pool. See Section Fifteen for fee amount.

### **SECTION NINE** **STABLES (530) 475-3425**

#### **A. General Stable Rules and Guidelines:**

1. Right of R Ranch Stable to Accept or Reject any boarders, riders and or lesson students, not-withstanding any agreement of any kind in which the Stable or R Ranch is a party, Stable expressly retains and reserves the absolute right and privilege to deny or reject any application or request by any person to board a horse, use string horses or take lessons at the stable facilities or require an owner to remove a horse for any reason whatsoever, in their sole and absolute discretion. The Head Wrangler will have immediate decision authority regarding stable matters. Head Wrangler will confer with GM and BOD on decisions related to loss of Q-Pen privileges, loss of trail card privileges, loss of pasture privileges or required removal of a horse from a pasture, or other serious issue, in order to develop a final decision on the matter.
2. All horse riding and handling is done at your own risk!
3. Non-String Horses and Horses brought onto the Ranch must have liability insurance along with current vaccinations and current worming.
4. Anyone who will be riding a Stables horse must have a signed "Hold Harmless" release form on record.
5. Owners/Guests must follow rules and fill out all applicable paper work (including reading and signing a "Hold Harmless" release) before riding. These will be kept on file at the stable office. All minors must have



a "Hold Harmless" release form signed by their parent or legal guardian. No other person is authorized to sign for a minor.

6. Stable hours are seasonal. They are posted on all bulletin boards and at the Stables. If the Stables are holding special events or competitions, the stables will be closed during that event time.
7. All decisions regarding string horses for the stables will be made by the stables staff; this includes horse assignments, riding conditions, trails followed, trail card rules and riding practices, etc., for the safety of the rider and the welfare of the horses.
8. An adult shall accompany any guest/visitors under the age of 18. Owner children under the age of 14 must be accompanied by a supervising adult. Children must be under an adult's control at all times. There shall be no unsupervised horse riding by minors on owner or string horses. To participate on a trail ride, children must be at least 9 years old and capable of controlling the horse.
9. If an Owner is riding in the ring or on the trail. They are not to leave any children unattended at the Stable.
10. Please use extreme caution if entering a pasture, barn, or stables. Horses can be extremely unpredictable.
11. Guests are not allowed to enter the pastures where owner or string horses are pastured at any time unless accompanied by a horse owner or a Wrangler. Owners and Guests cannot handle other people's horses without permission from the Horse's owner.
12. Dogs are not allowed in the stable or immediate stable area during stable hours. Please note wranglers may utilize trained dogs to help herd horses and these dogs may not be leashed at all times during the performance of their duties. These dogs will be required to have visual identification (bandanna or vest etc.) and the dog owner will sign a release to hold the ranch harmless for any actions the dog takes. The head wrangler will certify which dog(s), not to exceed four, will be designated to serve this function and this will be approved by the Ranch General Manager.
13. When there are more people signed up to ride than horses available, Owners will be given priority over guests on a first come, first served basis as determined by sign-up sheet.
14. Guests will be charged for horseback riding in addition to the cost of a guest pass.
15. The speed limit on the barn property is 5 MPH.
16. Only volunteers who are 18 years or older and who have been approved by the Head Wrangler, the BOD, or the General Manager may operate stable equipment and/or vehicles. Owners under the age of 18 with a current trail card may assist at the stables (except for the operation of equipment and vehicles) with the approval of the Head Wrangler. A liability waiver must be signed and kept on record for all volunteers at the stables.
17. There will be no double (or tandem) riding on string horses.
18. A log-in sheet will be kept for registration of horse use after hours. Owners bringing horses on property after headquarters or stable hours will be required to fill out the log.

## **B. Stable Area and Horses:**

1. Anyone not following Stable rules will be asked to leave the Stables.
2. No riding horses in the interior stable aisle. All riders must dismount outside of the barn.
3. Do not stand, sit, or hang on fences or pen rails.
4. Do not tie horses to fences or pens.
5. No running or loud screaming/yelling in the barn or around the horses.
6. The interior stable alley way must be kept clear at all times.
7. If a horse gets loose please alert all others nearby and get any children out of harm's way, such as putting them inside of the tack room or inside of an empty stall.
8. Everyone riding or mounting a stables horse should wear a helmet at all times; however an Owner 18 or older may sign a waiver to the helmet rule. No exceptions. Everyone, regardless of age, is strongly encouraged to wear a helmet when riding any horse. All guests, regardless of age, must wear a helmet. Anyone 17 and under, regardless whether riding an owner or a string horse will wear a helmet at all times while participating in R-Ranch events. An exception for owner horses will be made to this rule if a parent or legal guardian, as well as the owner of the horse, if different than the parent or legal guardian, signs a release exempting R-Ranch from all liability if a helmet is not worn.
9. All under the age of 15, regardless whether riding an owner or stables horse will wear a helmet at all times while riding outside of R Ranch events. An exception will be made to this rule if a parent or legal guardian, as

well as the owner of the horse if different than the parent or legal guardian, signs a release exempting R Ranch from all liability if a helmet is not worn.

10. Ranch will only provide helmets for guided trail rides. Owners must provide helmets for personal riding and trail card rides. It is the strong recommendation of the Stable that ALL riders wear heeled boots and any other protective gear deemed appropriate
11. Owners shall keep the owner tack room, wash area and any areas used by them as neat and clean as possible, returning their tack, rakes, tools etc. to their appropriate places. No items shall be left in the center isle or inside of stalls after use. R-Ranch is not responsible for any lost, stolen or damaged items left at the barn.
12. All "messes" made by a an owner horse in the wash racks, stalls, aisle ways and along with routes to arena area are the responsibility of the rider to be cleaned up. Manure and refuse must be disposed of properly and in designated areas.
13. Do not feed string horses without wrangler permission. Do not feed owner horses without owner or wrangler permission.
14. Horses should not be left unattended in any area. Horses must have a halter and lead rope on when not being ridden. Horses in Q-Pens need not be haltered.
15. All gates should be kept closed at all times.
16. When barn doors are closed and locked do not open doors or gates or enter these areas without permission because wranglers could be moving or working with horses inside.
17. Never leave horses unattended in cross-ties.
18. Smoking is prohibited in stables area and hay barn area at all times and in pasture area.
19. All owners that are having a professional visit the barn, such as a farrier, vet, chiropractor or any other scheduled visit for their horse, must let wranglers know in advance to the visit. Only areas open to owner horses may be used for these visits. You must also remain on the premises while the visit is taking place. Do not leave until the visit is complete and everyone has left the property. If there are emergency or extenuating circumstances the head wrangler may elect to make other arrangements on a case by case basis.

#### **C. Arena:**

1. The arena may be used by owners any time that use does not conflict with stable arena riding times or if wranglers are conducting lessons.
2. All equipment used in the arena must be put away after use.
3. All personal belongings and trash must be cleaned from arena after use.
4. Be respectful of others using the arena.

#### **D. Stable Volunteers:**

1. Permission to volunteer will be obtained from Head Wrangler or Stables Staff designee prior to volunteers beginning any work.
2. Volunteer adults with minors accompanying them to undertake volunteer work must ensure that the minors can participate in the work and will be completely responsible for the supervision and safety of the minor.
3. Wranglers have the right to dismiss anyone volunteering.

#### **E. Owner Tack Room Rules:**

1. Owner must have a pastured horse to use the tack room.
2. Owners can use one saddle rack per horse pastured.
3. All grain and supplements must be kept in a lidded container.
4. All tack must be kept in a closed or lidded container. R-Ranch strongly recommends owners mark all tack and supplies with share #s.
5. Owners are responsible for keeping the tack room clean and orderly.
6. R-Ranch stables equipment cannot be used under any circumstances.
7. Tack room must be locked when not in active use.
8. Owners cannot unlock the door for other owners. A Wrangler will assist them.
9. In order to store saddles, tack and supplies in the Owner Tack Room, an owner must fill out a Tack Room Sheet to keep you tack in the tack room. See a wrangler for this document.

10. R-Ranch not responsible for any lost or stolen equipment.

#### **F. Pasturing:**

1. Owners wishing to pasture a horse are subject to a Pre-Pasturing Quarantine Agreement as well as a Pasture agreement prior to pasturing a horse.
2. Pasturing is intended to provide owners with horses, local access to their horses for their riding pleasure while they are on the Ranch. It is not the intended use as a permanent pasturing or boarding facility nor for use as a horse "retirement" pasture or for pasturing horses which cannot be safely ridden or for any personal business venture.
3. R-Ranch owners will be permitted to pasture one horse per immediate family member associated with R-Ranch deed. As defined by section one of the R-Ranch Brown Book.
  - a) A separate pasturing agreement is required annually for each horse pastured on the R-Ranch property.
  - b) The R-Ranch retains the right to limit the number of horses pastured on the ranch property based upon available pasture space, pasture maintenance, and repairs needed or other factors which would limit the number of owner horses as determined by the R-Ranch Head Wrangler.
4. The term of a Pasture Agreement is for one calendar year. Horses pastured year round must have a signed agreement on file by January 15<sup>th</sup> of each year for each horse. Otherwise, a monthly fine of \$5.00 per month will be added to the Owner's account for each horse.
5. Horses removed from a field or paddock by the owner must be returned to the same place when finished. Do not place your horse in a different pasture or area. Wranglers will move horses between pastures as necessary. Owners wishing to use their horse(s) are responsible for catching their own horse in the pasture and returning it to the same pasture.
6. Horses must be on a lead at all times when out of the pasture and not being ridden.
7. Pastured horses must be in good working condition and have the recommended vet and farrier/trimmer care. Otherwise, the Owner is subject to a \$50 fine. As a general rule, no horses under 3 years and over 26 years of age should be pastured on the R-Ranch. All pastured horses must be broke and ride able
8. All horses must be able to live in a herd environment. Owners will be required to remove any horses deemed unsuitable for living successfully in these conditions or that are dangerous or unruly.
9. Owners are required to keep their horses vaccines current. This must be kept on record with the Ranch. If owner's horse is not under current vaccinations that horse will be quarantined and the owner will be required to remove the horse if not vaccinated within 5 days of expiration of vaccines. Refer to Pasture Agreement for required vaccines.
10. Do not handle other owner's horses without permission. (Including removing from pasture, blanketing, grooming, feeding, riding and giving food or treats.)
11. Owners are required to provide any extra care to their horse if ever required or deemed necessary by that owner such as feeding supplements or blanketing. In addition to pasture fees, the owner is responsible to pay service providers directly for all vet bills, Ferrier fees, vaccination costs etc. Wranglers will only administer temporary, emergency care and charge accordingly.
12. Owner is to give at least 48 hour notice before they remove their pastured horse from R-Ranch property and let the wrangler know when they are expected to return and the general locations the horse has been prior to returning. Horses visiting locations deemed to be at risk for possible disease exposure may be required to enter quarantine for a period before being returned to the pasture.
13. Owner is to pay all pasture bills accrued while horse has been pastured before the horse is removed from the property.
14. Owners are required to keep their horses' worming current. This must be kept on record with the Ranch. A wrangler can assist the owner of the horse with worming at the Owner's request and the Owner will be required to sign a release prior to the horse being wormed by the wrangler and the Owner will be charged accordingly. Worming is required every 120 days unless otherwise agreed to in writing by the head wrangler.

#### **G. Q-Pens:**

1. Q-Pens are a tool used by the Wranglers for quarantining horses and will be used on a priority basis first and foremost for stable business. Q-Pens second priority use is for short -term visiting owner horses. Owners are

allowed up to 1 pen per immediate family member on a share as defined by R-Ranch CCRs. Q-Pens are not a pasture substitute for horses being on R-Ranch nor are the Q-Pens for long – term use.

2. Owners must call or email at least 48 hours in advanced to reserve a Q-Pen. Even if owners only plan to use a Q-Pen for a few hours, they must notify the stables or headquarters and have proof of insurance, ownership and vaccinations.
3. All pens will remain locked until all Q Pen agreement paper work is completed. Failure to complete or sign paperwork will result in no use of a Q Pen.
4. Owners must provide all required records at the time of check in a file will be started for the deeded owner and kept with the ranch files.

#### **Required Records:**

- a) Bill of sale for each horse and or proof of ownership.
- b) Current vaccination and worming records.
- c) Current picture of the horse.
- d) Proof of insurance on the horse.
5. Q-Pens may not be used for any one horse for any longer than 14 days in a calendar month. A \$10 per day fee will be charged until the horse is removed or pastured. Horses utilizing a Q-Pen over a 14 day period in any one calendar month will be treated as quarantined horses and subjected to pasturing and those associated rules
6. Owners are responsible for watering their own horses in the Q-Pens. Each Q-Pen will have a bucket for water provided by R-Ranch.
7. Owners may not erect or use any kind of structure or cover over or next to the Q Pen.
8. No special care will be provided by the R-Ranch staff at any time the horse is in the Q-Pen, unless the horse is injured and arrangements have been made with the Head Wrangler for care at an additional cost.
9. Owners are responsible for keeping their Q-Pen area clean and orderly, including alley and walk ways.
10. Owners may check out tools from the stables for cleaning and moving horse waste. Waste will be placed in an area designated by the wranglers.
11. Horses removed from a Q-Pen must be returned to the same pen when finished and not placed in a different pen.
12. Owners' pen (Including walk ways) will be inspected by a wrangler at time of check out. If an owner leaves assigned pen dirty and untidy or garbage-strewn, that owner will be charged a \$30.00 cleaning fee. Two violations will lead to the loss of Q-Pen privileges for one year.
13. There will be a fee charged for guest use of Q-Pens. (See section 15 Fee Schedule for rate) All other rules governing Q-Pens use will also apply for guest use of Q-Pens.

#### **H. Horse Trailer Parking and short and long-term Storage:**

1. Horse Trailers may be subject to R-Ranch Trailer storage rules if not being used.
  - a) Use is defined as the storing of tack for riding;
  - b) The moving of a trailer off of the Ranch for day use at least once in a three month period; or
  - c) An owner who is pasturing a horse and their horses fees are paid up can store a horse trailer at no charge.
2. Long-term horse trailer storage will be in designated areas. These areas are determined by the head wrangler. Long-term parking is defined as anything over thirty days.
3. Day or short-term trailer parking is in designated areas. These areas are to be determined by the head wrangler. Short-term parking is defined as parking for a weekend or for an event while staying on the Ranch.
4. Owners will be responsible for removal of horse manure and any trash. Failure to keep area clean will result in a \$40 cleaning fee and repeat offenses will result in loss of trailer parking privileges.
5. All horse trailers must be in moveable, useable condition and have current license and registration.

#### **I. Trail Cards:**

1. All Owners and associate Owners who wish to ride on the trails without a Wrangler must demonstrate their ability to handle their horse and tack safely. An Owner or Associate Owner 18 years or older may qualify for a red trail card by passing the ground and riding test.

2. Guests are not eligible for a trail card only Owners and Associate Owners.
3. R-Ranch Head Wrangler will establish and post on the stables Bulletin Board the Trail Card requirements. Trail Card tests and instruction require an appointment to be made with the Head Wrangler. There is a \$25.00 charge for the card and testing and the card will be valid two years. This charge will be waived for any owner who successfully completes an R-Ranch Horse Camp. All testers must be able to demonstrate all of these requirements on their own without the help of a wrangler or anyone else when being tested.
4. Each rider must show a current R-Ranch ID card or Associate cards.
5. Each rider must show their R-Ranch Trail Card to check out a stables horse.
6. Each rider must sign a "Hold Harmless" agreement before they can ride.
7. A trail card sign-up sheet must be filled out completely before riding. Riders returning from a ride must be signed out by a wrangler.
8. The Wranglers are allowed to note misuse of any string horse in a trail card holder's file. A second note/write up will result in that trail card being revoked for one year. The Owner will be a retested before receiving another trail card.
9. Riding Guidelines:
  - a. Without prior permission from a wrangler, the Trail Card Rider is to return the horse to the stables within one hour from the start of his / her ride.
  - b. Associate Owners with Green or Blue Trail Cards may accompany their parents on a trail card ride, but may never be left unattended on the trail. The parent must be in sight at all times.
  - c. The horse is to be under the control of the rider at all times and is not to leave the trails. There is to be no cantering, galloping, running, or trotting at any time string horses can only be walked.
  - d. String Horses are only to be ridden on R-Ranch trails which are clearly provided for that purpose. There is to be no riding off the trails or leaving R Ranch property.
  - e. Trail Card riders should not dismount their horse at any time, unless the horse is injured or in an emergency situation that makes it the best course of action. In this case the rider is to walk their horse back to the stables and notify a wrangler.
  - f. The Trail Card rider is responsible for the safety and condition of the accompanying minors, the horse(s) and the tack.
10. Failure to follow the guidelines and rules may result, at the discretion of the head wrangler, in the revoking of the trail card riding privileges. If a card is revoked, the owner has the opportunity to appeal the decision to the general manager and the BOD.
11. Card Types and Requirements:

Red Card:

- a. A Red card holder must be an owner or an Associate Owner. With a current R-Ranch ID.
- b. A Red card holder must be 18 years or older.
- c. May take out other Trail Card holders only.
- d. A designated Trail Card String Horse must be ridden. Horses used for Guided Trail Rides cannot be used for a trail card. (Beginner or intermediate are used for Guided Trail Rides.)

Green Card:

- a. A Green card holder must be an Associate Owner. With a current R-Ranch Associate Card.
- b. A Green Card Holder must be 14 – 17 years old.
- c. A Green card holder may go out with a Red Card holder or on the Guided Trail Rides without an adult.
- d. A designated Trail Card String Horse must be ridden. Horses used for Guided Trail Rides cannot be used for a trail card. (Beginner or intermediate are used for Guided Trail Rides.)

Blue Card:

- a. A Blue card holder must be an Associate Owner. With a current R-Ranch Associate Card.
- b. A Blue card holder must be 9 – 13 years old.
- c. A Blue card holder may not go out on a trail ride without a Red Card holder.
- d. A designated Trail Card String Horse must be ridden. Horses used for Guided Trail Rides cannot be used for a trail card. (Beginner or intermediate are used for Guided Trail Rides.)

**SECTION TEN**

**SECURITY AND SAFETY**  
**Owner Services Cell Phone (530) 598-6079**

1. Please report all unusual events to any R-Ranch employee.
2. ID cards or guest passes must be carried at all times. When any R-Ranch employee or an owner asks to see your R-Ranch ID or guest pass, please present it.
3. Speed limits are posted on R-Ranch for your family's safety.
4. All articles found that appear to be lost should be turned into an R-Ranch employee in area where found. Report any lost articles to an R-Ranch employee in the area where lost.
5. Fire: Hornbrook Fire Department will respond to a 911 call. The California Dept. of Forestry will also respond to a 911 call. Fire extinguishers are located in all principal areas. Approvals for open fires are controlled by R-Ranch personnel so please check with them for seasonal rules.
6. No loaded firearms are permitted in any R-Ranch building or campground at any time.
7. All R-Ranch staff and Owner Services staff will monitor and insure compliance with all R-Ranch rules and regulations. Safety and security information given by R-Ranch staff must be obeyed. Failure to comply will result in fines and or suspension.
8. All requests for information or identification by R-Ranch staff and Owner Services staff must be complied with. Fines and or suspension may result from non-compliance.
9. Operation of all motorized vehicles on R-Ranch roads is regulated by the California Department of Motor Vehicles and all DMV laws apply. Unlicensed drivers and children under 16 may not operate motor vehicles on R-Ranch property.

**SECTION ELEVEN**  
**ATV's/DIRT BIKES/ORV/GOLF CARTS**

1. It is required that Owners of the vehicle provide their own liability insurance and show proof of that for all ATV's/Dirt Bikes/ORV before operation on the R-Ranch (must cover both guests and owners). In addition the vehicles must be registered at Head Quarters with proof of insurance, driver's license, permit, registration, etc. See Addendums D and E.
2. Owners and guests must sign a waiver of liability annually. In addition to verification of the proper paperwork OHV owners must purchase and display an official ranch ID Placard while on ranch property. The ID placard is proof that that the driver and vehicle are legitimately on the ranch. Vehicles without the placard cannot be driven on ranch property and are subject to removal from the ranch property. See Addendum D and E.
  - a. An owner placard costs a one- time fee of \$10.00 per off road vehicle. The owner placard will have the owner's share # visible at all times. Lost or damaged placards may be replaced for an additional \$10.00 fee.
  - b. In addition to the daily guest fee of \$7.00, a guest with OHVs may rent a guest ID placard for \$5.00 per visit. Each guest must leave a \$25.00 refundable deposit for each placard and show proper photo ID (deposit not to exceed \$100.00). The guest placards will be a contrasting color and number sequence to that of an owner placard. For every placard not returned by a guest the deposit will become forfeit.
  - c. Gate guards will not admit said vehicles unless the appropriate ID placard is attached to each vehicle. ID placards will help camp hosts, gate guards, owner services and other owners to identify unauthorized usage of the ranch, safety issues and problem drivers.

3. ATV's/Dirt Bikes/ORV/GOLF CARTS etc. are to be driven at posted speed limits. ATV's, Dirt Bikes, ORV's may not be driven in campgrounds except for ingress or egress to the R-Ranch.
4. No more riders than the vehicle is rated for by the manufacturer should ride on any ATV/Dirt Bike/ORV.
5. Adults must supervise and are responsible for ATV/DIRT BIKE /ORV RIDERS who do not have current driver's license. California Department of Motor Vehicles classifies ATV's as motor vehicles.
6. Never ride under the influence of alcohol or other drugs.
7. Always close the gates behind you.
8. Approach livestock or wild life on the trail slowly. They may enter your path if you startle them, give them time to react.
9. Always care for the environment.
10. All machines must be equipped with a spark arrestor and a muffler which is in good operating condition and meets federal standards.
11. Take a safety-training course and know the machine before operating. Call toll free 1-800-887-2887 or go to [www.atvsafety.org](http://www.atvsafety.org). Both the owner and the operator of the Machines may be held liable for injury and/or damages resulting from an ATV/DIRT BIKE/MOTORCYCLE/OFF ROAD VEHICLE, etc. accident.
12. No vehicles on horse trails except ranch vehicles.
13. Anyone under the age of 18 must wear a helmet.

**SECTION TWELVE**  
**PETS**

1. Pets are allowed on R-Ranch but not in any R-Ranch buildings.
2. Pets must be contained or attended to at all times.
3. Unattended pets must be contained or kept in Owner's vehicles. Attended pets must be kept on a leash, excluding hunting area
4. Tying dogs to trees in campsites is strictly prohibited.
5. Owners are responsible for their pets. R-Ranch staff has the authority to request the removal of a pet that cannot be restrained or is creating a nuisance to others. 1st Time Offense: verbal warning, 2nd Offense: \$25.00 fine. Any further offenses will result in Board action such as additional fines, pet removal and/or owner suspension.
6. Pets are not allowed in the vicinity of the Stables or arena.
7. Owners of pets are responsible for the cleanup of their pet's deposits on the entire R-Ranch excluding hunting areas.
8. Any animal that is aggressive or a threat to owners or guests will be removed from the Ranch.

- All pets must comply with Siskiyou County Vaccination Requirements and have current rabies vaccination documents when on the R-Ranch. All dogs will wear collars with the name of the owner and current tags. Any animal bites to humans are reportable to the Environmental Health Division and biting animals must be quarantined or tested for rabies.

**SECTION THIRTEEN**  
**R-RANCH USE AND RESTRICTIONS**

**Owners must refer to “Section One” at the beginning of the R-Ranch Rules known as “The R-Ranch Information Book”. Subsection: “Resolution Regarding Residence or Domicile on R-Ranch Property” for complete and detailed rules.**

**210 Rule - Abbreviated**

- These rules apply to all Owners, regardless of the number of shares owned.
- Owners in good standing may use the R-Ranch for overnight stays for up to 210 nights per Owner’s year.
- A year is defined as a period of 365 days beginning the first day an owner stays on the R-Ranch as of January 1, 2016 or anytime thereafter. (Example: An owner arrives on the R-Ranch April 1, 2016. The beginning of the Owner’s Year is April 1<sup>st</sup>. The owner stays on the R-Ranch until September 30<sup>th</sup> using 183 days of their allowed 210 day maximum. The owner would have a balance of 27 days to use between October 1<sup>st</sup> and March 31<sup>st</sup> of the next year.)
- Owners who stay longer than 210 overnight stays in an Owner’s Year will be charged per day fees, fines, and/or suspension. A new allotment of 210 overnight stays will start on the first day of each Owner’s new year.
- Once 210 nights are used during that Owner’s 365 day period whether in a campsite, in a bunkhouse room or a line shack, the owner must vacate the R-Ranch for the remaining 155 days. The Owner’s trailer, RV or tent must either be in storage on the R-Ranch or off property for those 155 days as well.
- If an Owner doesn’t use the entire 210 overnight stays by the end of their year, the remaining days will be forfeited.
- Any day/s an owner is not staying in the bunkhouse, line shack or a campsite will count towards the 155 days off the ranch.
- Once the 210 day limit is reached, owners can use the R-Ranch for day use only.
- Day use is defined as 6:00AM to 6:00PM. Exceptions are for R-Ranch sponsored events that last past 6:00PM such as a dance or party.
- Owners must comply with requests form R-Ranch management to relocate to other available campsites due to seasonal closures, lengthy emergency repairs or scheduled repairs with proper notice based on ranch needs.

**SECTION FOURTEEN**  
**GUESTING RULES IN SUMMARY**

<b>ON TITLE</b>	<b>SINGLE PARDNER</b>	<b>MARRIED PARDNER</b>	<b>2 FAMILIES ON TITLE</b>	<b>SPECIAL</b>
Single Person	Owner Picture	N/A	N/A	One free guest pass



	ID			year round
Married Couple	N/A	Husband & Wife Picture ID	N/A	N/A
More than one household	N/A	Designated household will receive Owner ID w/o picture. To be renewed each year.	Must complete Designated Primary User Form. Form to Be kept on file at HQ	Must designate one household (family) as primary user for a minimum of 1 year Designated Owner must accompany Non-Designated Owner
Children under 18	Associate ID	Associate ID	Must be designated family for year	If not designated household, Guest Fee applicable
Children 18-24 (living at home)	Associate ID	Associate ID	Must be designated family for year	If not designated household, Guest Fee applicable
Handicapped children	Associate ID	Associate ID	Must be designated family for year	No age limit for qualifying Handicapped Associate
Grandchild under 16 years	Grandchild ID	Grandchild ID	Grandchildren of designated family	If not designated household, Guest Fee applicable
Grandchild 16 or Over	Guest	Guest	Guest	Owner must be on Ranch
Friends & Relations	Guest	Guest	Guest	Owner must be on Ranch
2 Adults Same Household	N/A	N/A	First on Title – Picture ID Second on Title - Owner ID w/o picture	Second on Title will receive new Owner ID every year

**SECTION FIFTEEN**  
**FEE SCHEDULE**

The following fees are listed for your convenience and are subject to change by the Board.

**Owner's Fees**

- Electricity after 30 days – \$3.00 per day
- Electrical rate offseason \$5.00 per day (Nov 15 through Mar 31)
- Potty Pump – \$15.00 per pump
- Emergency Potty Pump – \$30.00 per pump
- Cleaning fee – \$50.00 for leaving an unclean area
- Special Cleaning fee of \$75.00 for leaving an especially unclean area in bunkhouse or campsite.
- Certified Handicapped unoccupied site for greater than approved time – \$25.00 per day
- Charge to store each trailer in storage - \$15.00 per month or \$120.00 a year

- Horse boarding \$50.00 plus actual cost of hay per horse per month.
- Trail Card \$10.00 per card (good for two years)
- Shooting Facility fees are posted at Range.
- ATV, Dirt Bike, ORV, Golf Cart ID placard - \$10.00 one-time fee or replacement cost
- Electronic key card \$10 for additional cards, transmitter clicker \$50 per clicker and electronic code \$25 per code. Code can be changed at any time for no fee.

#### **Guest Fees**

- Guest pass is \$7.00 per day per person over 6 years old
- Electrical campsite – \$20.00 per day
- Non-electrical campsite – \$10.00 per day
- Bunkhouse room – \$20.00 per day
- Line Shack – \$20.00 per day
- Potty pump – \$15.00 per pump
- Emergency Potty Pump – \$30.00 per pump
- Horseback ride – \$20.00 per ride (trail)
- Guest Arena Rides-\$10.00 Per ride
- Guest Q Pens - \$10.00 per day
- Commercial Owner Guests – Fees doubled
- ATV, Dirt Bike, ORV, Golf Cart ID placard - \$25.00 refundable deposit, \$5.00 per visit per vehicle.

#### **Fines**

- Vandalism Charge of \$100.00 Minimum
- Violation of Non-Residency Resolution, Residence or Domicile Presumptions or Recreational Use Limitation (210 Rule) - \$45.00 per day
- Lending a partnership key/code – \$100.00/1st violation; \$250.00/2nd violation; 30day suspension, thereafter.
- Failure to arrive on date specified when requesting RV to be moved – \$25.00
- Pool Cleaning Fee – \$100.00
- Bunkhouse No Show Fee per room – \$25.00
- Bunkhouse Fee for not removing food and personal items from the cook shack. \$25 per day per infraction.
- Dumping of RV grey water in campsites – \$25.00 minimum
- Dumping of household garbage or septic waste at dump stations from owners outside of the campground – \$25.00 minimum
- Non-compliance with campsite limits - \$25.00 fine per day
- Non-compliance with ATV, Dirt Bike, ORV or Golf Cart requirements \$10.00 fine per offense
- Pet offense - \$25.00 plus additional fines and/or actions for further offenses
- Damage to or misuse of R-Ranch property - \$25.00 plus the repair and/or replacement costs
- Littered campsite fine after 3 day written notice - \$25.00 per day
- No current registration or license for stored RV's over 16 feet - \$5.00 per month
- Non registration of guests - \$10 per guest, per incident
- Nonpayment of guest fees - \$10 per guest, per incident
- Non-registration of owner, \$10 per incident
- No show for reserved ride - \$10 per rider, per incident
- No farrier/trimmer/vet care - \$50 per horse, per incident
- No pasture agreement on file - \$5.00 per month, per horse
- Nonpayment of electric bill after 60 days, \$25.00 fine and electricity shutoff
- Owner that is delinquent on assessments on the R-Ranch property, \$50.00 fine per incident
- Horse in Cottonwood or Klamath Campground overnight, \$25.00 fine per night
- Underage drinking, \$250.00 fine
- Disturbance during “Quiet Hours”, 1<sup>st</sup> offense-verbal warning, 2<sup>nd</sup> offense \$100.00 fine per incident
- No storage agreement on file, \$10.00 fine per month
- Failure to follow Gun Range personnel directions, \$25.00 fine per incident
- Illegal drug use \$250.00
- Disruptive guests, Owner fine of \$100 per incident plus any incurred costs for damages

- Not arranging for repairs – \$25.00 per day
- Disruptive Behavior - \$100.00 fine per incident plus any incurred costs for damages. This pertains to any guests along with owners.
- Dilapidated trailers not repaired - \$50.00 fine per incident and possible hearing.
- Abuse/Misuse of String Horse – 1<sup>st</sup> offense \$50.00 fine, suspension of trail card and vet costs.
- Abuse/Misuse of String Horse – 2<sup>nd</sup> offense \$100.00 fine, revocation of trail card and vet costs.
- Unoccupied site for greater than 5 days – \$25.00 per additional night.
- Not checking out or not turning in a 5-day card - \$25 per occurrence.
- Tailgating through any R-Ranch security gate - \$25 per occurrence.
- Additional RV in single campsite - \$25 per day.
- Exceeding posted MPH signs / speeding – 1<sup>st</sup> violation warning, 2<sup>nd</sup> violation \$50

## **SECTION SIXTEEN** **GUN RANGE**

The most important goals for operation of the Gun Range by R-Ranch management are Safety and Security. All rules will be followed to the letter or range privileges will be suspended. The Gun Range will be open 5 days a week during the summer season (April through October), closed on Monday and Tuesday. During the winter season (November through March) the Gun Range is open by appointment only and 24 hours advance notice must be given to Headquarters.

All owners will show R-Ranch ID, each visit, to R-Ranch personnel upon arrival at the range. Any owner who is not current with R-Ranch assessments or fines will not be allowed access to the range. Every person using the range will sign in on the Gun Range Log each visit before proceeding to any of the facilities. It is the responsibility of every owner using the range to ensure the safety rules are adhered to and understood by every guest they bring to the range. Failure to follow Gun Range personnel direction will result in a \$25.00 fine per incident.

All owners and guests must sign a Liability Waiver once each calendar year along with the Gun Range Safety and/or the Trap & Sporting Clays Range Safety forms. Failure to sign these forms will result in loss of Gun Range privileges. Children under the age of 18 must have an adult present at all times while they are on the Gun Range.

Daily operating times of the Gun Range will be posted on the security gate along with any temporary changes or closures. No owner or guest will enter the Gun Range or use its facilities at any time without Gun Range personnel present.

Absolutely no full-automatic weapons of any kind are permitted anywhere on the Gun Range Shooting Facility. Any shooters who violate this safety rule shall be barred from future use of the Gun Range.

Absolutely NO ALCOHOL shall be consumed while on the Gun Range premises. Any person who is under the influence of alcohol will not be permitted to shoot or remain on the premises.

**ADDENDUM A- GUARDIAN MEDICAL RELEASE FORM**

Owners are advised that if they bring minor children with them to the Ranch as guests without the child's parents they must have the parents sign the following medical release from and provide a copy to the employee in charge of the area where the quests passes are obtained. Failure to do so may result in the inability of the child to use Ranch facilities.

My child (name) \_\_\_\_\_ will be visiting R-Ranch as a guest of Owner \_\_\_\_\_ Share # \_\_\_\_\_ should my child require medical assistance, I hereby authorize this Owner to act for me and approve such medical assistance as is necessary.

---

Parent or Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Address \_\_\_\_\_ Phone # \_\_\_\_\_

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Other Phone Number \_\_\_\_\_ Insurance Carrier \_\_\_\_\_

**ADDENDUM B-STABLES HOLD HARMLESS AGREEMENT FOR MINOR CHILDREN ONLY**

I, the undersigned, the parent or legal guardian of the minor child named herein, hereby agree to assume all risk relative to said child's use of animals and/or tack furnished him or her by the R-RANCH. I hereby RELEASE and HOLD HARMLESS the above Stables and the R-RANCH POA from all and every claim which may accrue to myself or said child at any time hereafter. This waiver of damages and assumption of all risk shall be binding upon myself, said child, including that time when he or she reaches the age of majority, my and said child's heir's, representatives or dependents, by reason of any injury, loss or damage which may e suffered by him or her because of any matter, thing or condition, negligence or default whatsoever, or which may occur through or by any act or service rendered on the part of the R-RANCH POA, their members, agents, employees and representatives. I have read the above, understand its contents, and agree to abide therewith.

Guest of: \_\_\_\_\_ Effective Dates of Hold Harmless Agreement: \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

Owner's Share # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Name of Child \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_ Relationship \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDUM C  
STABLES HOLD HARMLESS  
ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

The undersigned fully understands and voluntarily agrees to assume the special risks inherent in the riding and handling of horses.

*Initial as read and understood* \_\_\_\_\_

The undersigned recognizes and understands that riding and handling horses presents the risk of possible injury and/or harm.

*Initial as read and understood* \_\_\_\_\_

In consideration of R-Ranch POA allowing the undersigned and/or the undersigned's children limited use of the horses, stable animals, property, equipment, and facilities, as described below, the undersigned agrees to indemnify and hold harmless R-Ranch POA, and it's subsidiaries, owners, officers, independent contractors, agents, guests, and employees from any claim relating to a disability, damages, illness or injury caused by them, the horse, the stable animals, the equipment or third parties while using the aforementioned property, equipment or facilities.

*Initial as read and understood* \_\_\_\_\_

The undersigned agrees to reimburse R-Ranch POA for damage to property, equipment or facilities, which is caused by the undersigned and/or the undersigned's children.

*Initial as read and understood* \_\_\_\_\_

(described in detail)

Helmets supplied by R-Ranch POA or Agents,  
Grooming supplies supplied by R-Ranch POA Employees or Agents  
Tack supplied by R-Ranch POA Employees or Agents  
Only those horses owned and/or leased by R-Ranch POA are used for trail riding  
And instruction and supervised by R-Ranch POA Employees or Agents  
Riding Arena while riding and supervised by R-Ranch POA Employees and Agents

*Initial as read and understood* \_\_\_\_\_

All riders are required to wear helmets either supplied by R-Ranch POA or their own.

***Refused*** \_\_\_\_\_

Permission to use the above property, equipment and/or facilities as described above may be withdrawn at any time.

*Initial as read and understood* \_\_\_\_\_

Accepted and agreed to:

Date \_\_\_\_\_ Share Number \_\_\_\_\_

Riders Name (please print): \_\_\_\_\_

Riders Signature: \_\_\_\_\_

Parent or Guardian if under 18

Child's Age: \_\_\_\_\_

I have read and agreed to Trail Riding and Stable Rules

\_\_\_\_\_

**ADDENDUM D**

**R-RANCH ATV/MOTORCYCLE/DIRT BIKE/ORV/GOLF CART REGISTRATION FORM**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Permanent Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

[ ] I am an R-Ranch Owner and hold Share No. \_\_\_\_\_

[ ] I am a guest of R-Ranch Owner, \_\_\_\_\_ who holds share # \_\_\_\_\_

[ ] I have currently registered with the R-Ranch office as a guest.

My ATV/Motorcycle/ORV/Golf Cart is currently insured to cover liability and property damage with limits of \$ \_\_\_\_\_.

My policy No. is \_\_\_\_\_ My Insurance Carrier is \_\_\_\_\_

The effective dates of my insurance policy are: \_\_\_\_\_

The name, address and phone number of my insurance agent is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have \_\_\_\_\_ years of riding experience for the type of vehicle I expect to operate on the R-Ranch. I am licensed by the State in which I am domiciled to operate the ATV/Motorcycle/ORV/Dirt Bike.

My driver's license number is \_\_\_\_\_ My ATV/Motorcycle/ORV/Dirt Bike license No, if required is \_\_\_\_\_

I have received and read section 11 of the R-Ranch Brown Book which sets forth the rules and regulations for operating ATV/Motorcycle/ORV/Dirt Bikes/Golf Carts on R-Ranch property. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

**IMPORTANT – AFTER READING, SIGNING AND DATING THIS ADDENDUM D PLEASE READ AND COMPLETE ADDENDUM E.**

**ADDENDUM E**

**ATV RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Initial: \_\_\_\_\_ Initial: \_\_\_\_\_**

The undersigned is a voluntary participant or the parent or legal guardian of a voluntary participant in the activity of riding or using ATVs, Motorcycles, dirt bikes, golf carts, or other off road vehicles in or about R-Ranch property consisting of 5,119 acres, more or less, located near Hornbrook, California

The undersigned further represents and certifies that he/she is at least \_\_\_\_ years of age and holds a valid driver's license or valid off road license, if required, issued by the State of \_\_\_\_\_ authorizing him/her to operate the specific type of vehicle that he/she intends to operate on R-Ranch properties. Each participant, including the undersigned, acknowledges and understands that the operation of ATVs, motorcycles, dirt bikes, golf carts, and off road vehicles poses a risk of serious injury or death to the operator or passengers of such vehicles. With full knowledge of such risks, I am voluntarily participating in these activities with the knowledge of the danger involved and hereby agree to accept any and all risk of injury or death.

**Initial: \_\_\_\_\_ Initial: \_\_\_\_\_**

In consideration of being permitted to participate in the activity of riding ATVs, Motorcycles, and Dirt bikes, golf carts, or off road vehicles on R-Ranch properties, the undersigned for himself, his personal representatives, heirs and next of kin acknowledges, agrees, and represents that he/she hereby:

1. RELEASES, WAIVES, DISCHARGES, AND AGREES NOT TO SUE, R-Ranch, its officers, directors, shareholders, agents, employees, its insurers, if any entity related to or affiliated with it (herein "Releasees"), releasing and discharging R-Ranch from any and all liability for any loss or damage and any and all claims on account of injury or death to the undersigned, or his personal property, whether caused by the negligence of the persons or entities released, or otherwise, while the undersigned is in or upon the above property, watching, riding, working, or in any way participating in the activities.
2. INDEMNIFIES, SAVES, AND HOLDS HARMLESS the releasees, and each of them, their agents or employees, for any loss, liability, damages, costs or other expenses they may incur due to the presence or participation of the undersigned in the activities, whether caused by the negligence of the releases or otherwise.
3. Expressly acknowledges that the activities may be dangerous and can involve the risk of serious injury or death or property damages and knows of said dangers and assumes all risk of said dangers incidental to the activities.
4. Expressly acknowledges that this release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of California. If any portion of the agreement is held invalid, it is further agreed that the remainder of the agreement shall continue in full force and effect. This release is binding upon my heirs, executors, and assignees.

THE UNDERSIGNED HAS READ THIS AGREEMENT IN ITS ENTIRETY AND VOLUNTARILY SIGNS THIS DOCUMENT KNOWING THAT IT CONSTITUTES A WAIVER OF LIABILITY AND AN INDEMNITY AGREEMENT. NO ORAL REPRESENTATIONS OR INDUCEMENTS HAVE BEEN MADE CONTRARY TO THE TERMS OF THIS AGREEMENT.

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

Print Name: \_\_\_\_\_

VOLUNTARY PARTICIPANT

If applicable: Parent or Guardian of \_\_\_\_\_ A VOLUNTARY PARTICIPANT.