



COUNTY OF LAKE  
COMMUNITY DEVELOPMENT DEPARTMENT  
Planning Division  
Courthouse - 255 N. Forbes Street  
Lakeport, California 95453  
Telephone: (707) 263-2221 FAX: (707) 263-2225

## Attachment 11

Mireya G. Turner  
Community Development  
Department Director

### **ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

I, the undersigned, have applied for the issuance of UP 20-33, a Conditional Major Use permit, for the purposes of cannabis cultivation at 8531 High Valley Road, Clearlake Oaks, and a Type 13 License for the purposes of distribution on and from the permitted property. The Type 13 License for self-distribution would have to cross federal land to transport cannabis. Permit number UP 20-33 is accepted with the full understanding and acknowledgement of the risks associated with the cultivation, transportation, and distribution of a federally regulated Schedule 1 narcotic, as defined in the Comprehensive Drug Abuse Prevention and Control Act of 1970.

#### **ASSUMPTION OF RISK**

1. I understand that the Comprehensive Drug Abuse Prevention and Control Act of 1970 makes the manufacture, distribution, dispensing, or possession with intent to manufacture, distribute, or dispense controlled substances illegal.
2. I understand that individuals who cause resource damage (i. e. erosion or soil contamination) through illegal acts, including the cultivation of cannabis, to federally administered lands may be subject to federal criminal and/or civil action.
3. I understand that transporting of cannabis or other illegal materials across an existing right-of-way on federally administered lands, to access a private parcel, is illegal under federal law and violators could face federal criminal action.
4. In light of the expressed risks enumerated herein above, I understand the risks that can arise from my use of the above named UP 20-33 Type 13 License for distribution and UP 20-33 seven (7) type 3 cultivation permit for the purposes stated herein. Nevertheless, knowing and understanding the risks, I hereby agree to assume all risks associated with and related to my willing acceptance and use of the permit(s).

#### **INDEMNIFICATION**

5. I do hereby waive all claims and or causes of action against the County of Lake, its officers, employees and agents arising out of my participation in the permitted activity and hereby release, hold harmless, defend, indemnify and discharge the County of Lake, its officers, employees and agents from any and all losses, damages and liability, (including without limitation attorney's fees and other costs and fees of litigation) of every nature, whether for damage to or loss of property including, but not limited to properties of the County of Lake

arising out of, or alleged to arise out of, or resulting from or in any way connected with the permitted activity or the issuance of this permit by the County, unless such damage or loss is caused solely by the negligence of the County of Lake.

I have carefully read this Assumption of Risk and Indemnity agreement and understand the terms used in it and their legal significance. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature that this agreement is a complete and unconditional release of all liability to the greatest extent allowed by law. I also understand that my signature of this document is intended to be binding on my heirs, representatives, and assigns.

**Permittee:**

  
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Name: NEILI LIU

Title: owner

Date: 4.23.2024