WAIVER AND RELEASE AGREEMENT

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Hunting with California Waterfowl Guide Service, I agree to the following Waiver and Release:

I acknowledge that hunting and/or shooting has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTANT THAT THESE RICKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITAIONS:

1. The risk of handling firearms and being near others that have firearms in their possession.
2. The risk of injury from ammunition and shot from other guns.
3. Walking in rugged country, including encounters with wildlife, animals, and insects.
4. Inclement weather conditions.
5. The risk of injury from riding on all terrain vehicles (ATV) and/or utility task vehicles (UTV), or any vehicles used off the paved road.
6. The risk of injury from the se of hunting from a blind; pit blind, layout blinds, floating blinds.

I understand the risk, hazards, and dangers as described above and have had the opportunity to discuss them with California Waterfowl Guide Service. I understand that these activities may require good physical conditioning, and a degree of skill and knowledge. I believe I have that good physical conditioning, and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risk. I AM VOLUNTARILY USING THE SERVICES OF California Waterfowl Guide Service.

 WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY, PARALYSIS, OR DEATH.

 Lastly, I, for myself, me heirs, successors, executors, and, subrogees here by KNOWLINGLY AND INTENTIONALL WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS California Waterfowl Guide Service, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys’’ fees) which are related to arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in theses activities or the use of theses services, animals, equipment, whether such damage, loss, injury, paralysis, or death results from negligence of California Waterfowl Guide Service or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue California Waterfowl Guide Service as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Hunting with California Waterfowl Guide Service.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGH THIS WAIVER AND RELEASE AGREEMENT

Gratuity is not included

Please tip your guide(s)

 Signature

Print Name

Mailing Address

City State Zip

Email

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by to participate in the activities of hunting which include, without limitation, the use of its services, animals, and equipment, I agree to the following waiver, release and indemnifications:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend California Waterfowl Guide Service, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys’ fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of minor’s participation in the activities of Hunting, and his or her use of property, animals, if any, and facilities of California Waterfowl Guide Service. I, for myself and on behalf of said minor further agree not to sue California Waterfowl Guide Service as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities of hunting.

Date Signature of Parent, Guardian or Custodian of minor

 Print Name of Minor

Date Witness