

Valley Waterfowl
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to enter onto any property leased, subleased, purchased, donated to, or otherwise secured by Valley Waterfowl for the purpose of hunting during the 2005 to 2006 California waterfowl season, I hereby release, waive, discharge and covenant not to sue the land owner, the landowner's agents, employees, leasers, and Valley Waterfowl, its officers, servants, agents and employees (hereinafter jointly referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in hunting at the above described property, or while in, on or upon the premises where the hunt is being conducted, while in transit to or from the premises, or in any place or places connected with the hunt.

2. I am fully aware of risks and hazards connected with being on the premises and participating in the hunting trip. I am aware that the property may be flooded and that the terrain will be uneven. I assume the risk of all conditions, including but not limited to risks associated with the design, construction, layout and/ or obstacles on the property. I am fully aware that there may be risks and hazards unknown to me related with being on the premises and participating in the hunt, and I hereby elect to voluntarily participate in the hunt, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the hunting trip, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the hunting trip, whether caused by the negligence of any or all of the releasees, or otherwise. The undersigned agrees not to sue any released party and I agree to give up any right I may have to make a claim or to file a lawsuit against any released party. The undersigned agrees to pay all costs and attorney fees incurred by any released party in defending a claim or suit brought by or on behalf of the undersigned. The undersigned agrees that this release shall apply to each and every day that the undersigned participates in a hunting trip on the above mentioned property.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and

D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

E. I agree to follow all California and federal laws as they relate to hunting on private property.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, 2005.

Signature: _____

Name Printed: _____

Witness: _____

Witness Name Printed: _____