Hunting Waiver and Release Agreement

Please read carefully before signing and ask for clarification if you have any questions about any part of this agreement. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activity of pheasant hunting, or any related activity permitted under this license, and the use of the Premises, personal dogs, equipment, facilities, and or birds (if any), I agree to the following Waiver and Release:

I acknowledge that hunting, and other related activities have inherent risks, hazards, and dangers that cannot be eliminated. I also acknowledge that by agreeing to hunt or participate in any related activity, I may be exposed to additional risks, hazards, and dangers to myself and others that cannot be eliminated. **I understand and agree that these risks, hazards, and dangers include without limitation, the following:**

(i) the propensity of other participants, or animals, to behave in ways that result in injury, harm, or death to myself or others around them; (ii) the unpredictability of an individual's or animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, places, persons, or other animals; (iii) certain hazards such as surface and sub-surface conditions that I might encounter whether they are obvious or not obvious, man-made or natural that may contribute to injury harm or death; (iv) the potential of another participant to act in a negligent manner that may contribute to injury, harm, or death to me, such as failing to maintain control of his/her gun or not acting within his or her ability.

I understand the risks of handling firearms and being near others that have firearms in their possession and participating in an activity that involves the firing of a firearm. I fully understand that I am hunting in open land, wetland habitat and rugged country where the use of a firearm, encounters with wildlife, animals, insects and temperature extremes and inclement weather are all likely to present a risk, hazard, and danger to me and other participants. I accept and acknowledge the unavailability of immediate professional medical attention on the Premises.

I understand the risks, hazards, and danger described above. I understand that these activities require me to be in good physical condition. I believe myself to be in good physical condition and fully capable of engaging in these activities safely. I understand that I have responsibilities and that my participation in this activity is voluntary and I elect to participate in spite of the risks.

I, for myself, my heirs, successors, assigns, beneficiaries, executors, and subrogees, hereby **KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS RD 108 AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES OR CONTRACTORS (**the "**Released Parties**") 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 myself as a result of my engaging in these activities or the use of services,

animals, facilities or equipment, whether such damage, loss, injury, paralysis, or death results from negligence, or some other cause. I for myself, my heirs, my successors, assigns, beneficiaries, executors, subrogees, further agree not to sue any of the Released Parties as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of pheasant hunting, camping, clay shooting, or any other related activity on the Premises.

In furtherance of the foregoing, the undersigned hereby expressly waives any and all rights and benefits conferred upon him/her by the provisions of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
>
> INITIALS: _____

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE.

Signature: _____

Print Name: _____

Mailing Address: _____

_____

Dated: _____