


**DEPARTMENT OF FISH AND WILDLIFE**
**Upland Game Bird Special Hunts Program**
**2017-2018 Liability Waiver: Minor (under the age of 18) Participant**


# READ, INITIAL AND SIGN BEFORE HUNT DAY

## Waiver of Minor's Potential Claims and Release of Liability

I, \_\_\_\_\_, am the legal parent/guardian of, \_\_\_\_\_, a minor under the age of 18 years (the "Child"), as a condition of the Child being able to participate in hunting activities on State property, I hereby acknowledge and represent to the State of California each of the following:

1. Hunting is an inherently dangerous activity that can result in serious injuries or death caused by myself, the Child or other people who are present, participating in or watching such activities. \_\_\_\_\_.

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2. Hunting also includes an inherent risk of serious injury or death caused by conditions of the land, including both defects in or improvements thereto, or natural conditions including animals (whether those being hunted or not) on the property. The State has not made any representations that the conditions of the property are suitable for hunting or that the property is free from defects. \_\_\_\_\_.

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3. I acknowledge that in allowing the Child to participate in hunting activities on State property, the State owes the Child no duty to supervise the activity or the persons participating in or watching the activity. I further acknowledge that by providing rules, signs, guides, chaperones or other volunteers to assist in hunting activities, neither the State, its agents, employees and/or volunteers owe the Child any duty to supervise or control the actions of the Child or other persons participating in, watching the activity or on the property. \_\_\_\_\_.

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4. Waiver And Release Of Claims: I hereby expressly waive any right that the Child might have to sue the State, its agents, employees and/or volunteers for any physical or emotional injuries, illnesses, death or other damages that the Child might suffer as a result of participating in hunting activities on State property. \_\_\_\_\_.

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5. Waiver And Release Of Claims Based On Negligence: In addition to the inherent dangers involved in hunting on State property described above, I further acknowledge that serious injuries or death may be caused by the negligent acts of State employees, its agents, volunteers or other persons which increase the risk of injury beyond those normally anticipated while hunting. I hereby expressly agree that the Child assumes the risk that the Child may be seriously injured or killed through the negligent acts of others. I agree to waive any right the Child may have to sue the State, its agents, employees and/or volunteers for injuries or death that the Child may suffer arising out of participating in hunting or related activities including physical or emotional injuries, illnesses or death caused by the negligent acts of the State, its agents, employees, volunteers or other persons. \_\_\_\_\_.

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Prior to executing this waiver and release of liability, I was given the opportunity to thoroughly read the entire document and to consult my own legal counsel regarding the potential effect of signing this agreement. I hereby consent to be bound by its terms and conditions and consent to the Child being bound by its terms and conditions.

**PLEASE READ, SIGN AND BRING WAIVER TO CHECK IN ON THE DATE OF THE HUNT. YOU MUST SUBMIT A WAIVER IN ORDER TO PARTICIPATE IN THIS UPLAND GAME BIRD HUNT**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Parent/Guardian)

Printed Name \_\_\_\_\_  
(Parent Guardian)

*Conserving California's Wildlife Since 1870*