



DEPARTMENT OF FISH AND WILDLIFE
Upland Game Bird Special Hunts Program
2014-2015 Liability Waiver: Adult Participants



READ, INITIAL AND SIGN BEFORE HUNT DAY

Waiver of Potential Claims and Release of Liability

I, \_\_\_\_\_, as a condition of my being able to participate in hunting activities on State property 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 or other people who are present, participating in or watching such activities.\_\_\_\_\_
Initial

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.\_\_\_\_\_
Initial

3. I acknowledge that in allowing me to participate in hunting activities on State property, the State owes me 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 me any duty whatsoever to supervise or control the actions of myself or other persons participating in, watching the activity or on the property.\_\_\_\_\_
Initial

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

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 to assume the risk that I may be seriously injured or killed through the negligent acts of others. I agree to waive any right I may have to sue the State, its agents, employees and/or volunteers for injuries or death that I 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.\_\_\_\_\_
Initial

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.

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 \_\_\_\_\_

Printed Name \_\_\_\_\_



DEPARTMENT OF FISH AND WILDLIFE

Upland Game Bird Special Hunts Program

2014-2015 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. \_\_\_\_\_ Initial

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. \_\_\_\_\_ Initial

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. \_\_\_\_\_ Initial

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. \_\_\_\_\_ Initial

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. \_\_\_\_\_ Initial

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)



DEPARTMENT OF FISH AND WILDLIFE

CHARLTON H. BONHAM, Director

<http://www.dfg.ca.gov>



Wildlife Programs Branch

Upland Game

1812 Ninth Street

Sacramento, CA 95811

**ADDITIONAL INFORMATION - FLEMMING UNIT**

Hunters must have a valid/current 2014-2015 California hunting license and Upland Game Bird Stamp, junior hunters do not need an Upland Game Bird Stamp. A junior hunter must be accompanied by a non-shooting adult 18 years of age or older. All shooters and non-shooters must wear shooting/safety glasses, blaze orange, and initial and sign a waiver (enclosed), for the hunt.

Please come prepared and wear appropriate gear for the hunt; we strongly recommend you bring drinking water, dog water, a hat, sturdy shoes/boots, sweater/jacket, and a cooler with ice for your birds. For safety, Apprentice hunters must have a properly fitting shotgun. Please note if you are not prepared for the hunt or your gear is deemed unsafe you may be asked to withdraw from the hunt.

The Game Bird Heritage Program is pleased to offer you this special hunt. This hunt was made possible by the purchase of your Upland Game Bird Stamp. Practice good sportsmanship, be a safe hunter and most of all enjoy your hunt. If you require any special accommodations, cannot attend this hunt, or have any questions please contact the Department of Fish and Game at (530) 254-6644.

Sincerely,

Pam Cherny  
Hunt Leader

## **The Ten Commandments of Firearms Safety:**

1. Watch that muzzle! Keep it pointed in a safe direction at all times.
2. Treat every firearm with the respect due a loaded gun.
3. Be sure of your target and what is in front of it and beyond it.
4. Keep your finger outside the trigger guard until ready to shoot .
5. Check your barrel and ammunition.
6. Unload firearms when not in use.
7. Point your firearm only at something you intend to shoot.
8. Don't run, jump, or climb with a loaded firearm.
9. Store firearms and ammunition separately and safely.
10. Don't drink alcohol, use drugs or take medications that might impair your abilities and good judgment before or while handling firearms or archery equipment.

