



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)

Conserving California's Wildlife Since 1870



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

Please arrive on time for check-in and pre-hunt registration, which is 7 a.m. There is no cost to participate. Hunters must possess a valid 2014-2015 California hunting license and upland game bird stamp. Hunters possessing a junior hunting license do not need an upland game bird stamp and 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 the enclosed waiver.

Please come prepared and wear appropriate gear for the hunt; we strongly recommend you bring water, a hat, sturdy shoes/boots, sweater/jacket, mosquito repellent and a cooler with ice for your birds. For safety, Apprentice hunters must have a properly fitted shotgun. Please bring low-base or high-base shot shells, size 6, or 7 ½ shot only. No magnum loads are allowed. Junior hunters may have **only one shot shell** in the magazine or chamber while hunting. 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. Please remember to bring your own food and drinks, and water for your dog.

You may bring your own hunting dog. You must obey hunter etiquette and maintain control of the dog. If your dog will not perform well around other dogs then it is best to leave the dog at home. Several volunteers with trained hunting dogs may be available to assist the hunting groups. Please leave your dog and your weapon in your vehicle until after the hunter orientation and assignment to the hunting field.

Hunters must possess a valid 2014-2015 California hunting license and upland game bird stamp. Hunters possessing a junior hunting license do not need an upland game bird stamp and 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 the enclosed waiver.

The Upland Game Bird Special Hunts Program is pleased to offer you this special hunt. Practice good sportsmanship, enjoy your hunt and most of all, be a safe hunter.

If you require any special accommodations, cannot attend this hunt, or have any questions please contact the Department of Fish and Wildlife at 760-359-0577 between the hours of 9:00 a.m. and 5:00 p.m.

Rick Francis

*Conserving California's Wildlife Since 1870*

**Check-in Location: Imperial Valley Wildlife Area – Headquarters  
8700 Davis Road  
Niland, CA 92257**

**Contact will be Adolfo Hernandez - Department of Fish and Wildlife (760) 359-0577**

### **DIRECTIONS TO IMPERIAL WILDLIFE AREA**

From West

Take I-10 and get onto the 86 Expressway (only goes South)  
Go to Hwy 111 and turn south (right turn)  
Watch for direction sign that shows “State Waterfowl Area”  
After this sign is Davis Road – turn right  
On Davis there is a check station – this is where everyone will meet.

From Interstate 8

I-8 to Imperial Avenue (turns into Hwy 86)  
Take Hwy 86 to Brawley  
Turn right on Main Street  
Go to 3<sup>rd</sup> signal light and turn left onto Hwy 111  
Go 5 miles past Niland and turn left onto Davis Road  
Meet at the checkstation

## **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.

