



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)



ADDITIONAL INFORMATION

Registration: You must RSVP by calling USACE Ranger Joshua Burkhead at 707-467-4236 eight days prior to your drawn hunt date. Those who do not call and confirm their attendance with the Lake Mendocino USACE shall be removed from the hunt list and replaced with an alternate drawn hunter.

All successful applicants must check in at the USACE Park Office, 1160 Lake Mendocino Drive, Ukiah, CA 95482-9404, the day prior to the event (7:45 AM- 4:30 PM), or the day of the event (7:45 AM-9:00 AM) only.

Shotguns, Bow and arrow, or air rifles firing pellets (0.177 caliber minimum to a maximum of 0.25 caliber) powered by compressed air may be used to take turkeys.

The Wildlife area is accessed by boat-in or walk-in. No vehicle or horse-in hunting is allowed. There is a boat-in \ walk-in camp area within the hunt area. *Additional information may be obtained on the check-in process, park rules, parking, boat launching, accessing the designated hunt area, or obtaining maps of the Lake Mendocino Park by contacting the USACE Park Office at (707) 467-4200 or on the internet at <http://www.spn.usace.army.mil/Missions/Recreation/LakeMendocino> .*

You **MUST** bring the following items for registration:

1. Current California hunting license or Apprentice hunting license.
2. Apprentice hunters must be accompanied at all times by a non hunting adult of at least 18 years old.
3. An upland game bird stamp on the back of your license (not needed for Apprentice hunters)
4. If accessing the Wildlife Area by boat, watercraft is subject to registration by the Department of Motor Vehicles (DMV). You must provide to the USACE upon check-in the registration number and display an annual or day-use boat launch pass on the launching vehicle's dashboard.
5. Your confirmation letter and release of liability.

Sincerely,
Scott Koller
Wildlife Unit Manger