



LIABILITY WAIVER (RELEASE) AND AGREEMENT TO ASSUME RISK

Please read this document carefully before signing. This is a release of liability and a waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of **Socal Guided Hunts**, I agree to the following Waiver and Release:

I acknowledge that hunting and shooting has certain inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly when they occur in a wilderness environment. I understand that these risks, hazards, and dangers include, without limitation:

1. Risk of injury from the activity and weapons used in hunting is significant, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.
3. Discharge of weapons, whether accidental, or caused by a malfunction of the same.
4. The risk of ear damage from noise.
5. The risk of injury or death from ammunition and shot from other guns.
6. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
7. Walking in rugged country, including encounters with wildlife, animals and insects.
8. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, sever and/or varied wind, temperature and all weather conditions.
9. The risk of falling while hunting in stands above ground level.
10. The risk of injury while riding on or being transported to a hunting location by a vehicle or an ATV.
11. Accidents or illness occurring in remote places where there are no available medical facilities.

I understand that **Socal Guided Hunts** recommends the use of eye and ear protection, including the use of earplugs and protective eyeglasses. If I choose not to wear such devices, I am doing so at my own choice. For protection while stand hunting, **Socal Guided Hunts** recommends the use of a safety belt.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss this with **Socal Guided Hunts**. I understand that these activities require good physical conditioning and degree of skill and knowledge necessary for me to engage in these activities safely. I am capable of such activity and I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the known risks. I AM VOLUNTARILY USING THE SERVICES OF **SOCAL GUIDED HUNTS** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Additionally, I, for myself, my heirs, successors, exactors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **SOCAL GUIDED HUNTS**, their owners, officers, agents, employees, volunteers, landowners and leaseholders from and against any and all claims, actions, liabilities, suits, expenses (including reasonable attorneys' fees) which may be related or arise out of, or in any way connected with my participation in this activity including, but not limited to NEGLIGENCE of any kind of nature, whether foreseen or unforeseen, arising directly or indirectly out of any

Socal Guided Hunts Waiver of Liability
Page - 2 -

damage, loss injury, paralysis, or death resulting from negligence of **Socal Guided Hunts**, or from any other cause. I, for myself, my heirs, my successor, executors, and subrogates, further agree not to sue **Socal Guided Hunts** and/or Bryan Keenan, and land owners of property leased or utilized by **Socal Guided Hunts** and/or Bryan Keenan as a result of any injury, paralysis, or death suffered in connection with my use and participation in activities of **Socal Guided Hunts**.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOT WITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

S/ _____
Signature of Participant

Name of Participant

Date _____

Minor Child Participants

For participation of children of minority age: This is to certify that I, as a Parent, Guardian, Temporary Guardian with legal responsibility for this minor participant, do consent and agree to incorporate all agreements stated above on behalf of the minor child. I also agree to release and indemnify **SOCAL GUIDED HUNTS**, their owners, officers, agents, employees, volunteers, landowners and leaseholders from any and all liabilities incident to the minor child's involvement in these activities for myself, the minor child, my heirs, assigns, and next of kin, and those of the minor child.

S/ _____
Signature of Parent or Adult Legal Guardian

Name of Parent or Adult Legal Guardian

Date _____

S/ _____
Signature of Minor Child

Name of Minor Child

Date _____