

**SOCAL GUIDED HUNTS  
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.**

## Confidentiality and Security

### (a) Confidential Information.

Participant understands and acknowledges that during the course of the activity he/she may have access to and learn about confidential, secret and proprietary materials and other information, in tangible and intangible form, of and relating to **Socal Guided Hunts** and its businesses and existing and prospective customers, suppliers, investors and other associated third parties]. Participant further understands and acknowledges that this Confidential Information and the **Socal Guided Hunts** ability to reserve it for the exclusive knowledge and use of itself is of great competitive importance and commercial value to **Socal Guided Hunts**, and that improper use or disclosure of the Confidential Information by the Participant might cause **Socal Guided Hunts** to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: practices, methods, policies, plans, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, supplier information, vendor information, financial information, results, Participant lists, supplier lists, vendor lists, ideas, audio visual programs, inventions, original works of authorship, discoveries, customer information, customer lists, or of any other person or entity that has entrusted information to the Employer in confidence.

The Participant understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

Customer does expressly covenant and agree that for 3 years after a Socal Guided Hunts, customer will not, directly or indirectly, or on behalf of others, Contact, for the purpose of diverting business from Socal Guided Hunts, any of the landowners associated with the hunts or any person reasonably related thereto.

Any attempt on the part of customer or any effort by customer to interfere with Socal Guided Hunts relationship with any landowner would be harmful and damaging to Socal Guided Hunts.

The Parties agree that if Customer breaches this Agreement by violating the covenant not to compete as set forth herein it will be impracticable or extremely difficult to determine the damages suffered by Socal Guided Hunts. It is therefore agreed that in the event of such a breach by Customer, Customer shall pay Socal Guided Hunts the sum of five thousand dollars (\$5,000.00) as liquidated damages.

(b) Disclosure and Use Restrictions.

The Participant agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other Participants of the **Socal Guided Hunts** not having a need to know and authority to know and use the Confidential Information in connection with the business of **Socal Guided Hunts** and, in any event, not to anyone outside of the direct employ of the **Socal Guided Hunts**.

Additionally, I, for myself, my heirs, successors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS **SOCAL GUIDED HUNTS**, their owners, officers, agents, Participants, 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 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 landowners 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 NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
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, Participants, 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.

\_\_\_\_\_  
Signature of Parent or Adult Legal Guardian

\_\_\_\_\_  
Name of Parent or Adult Legal

Guardian Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Minor Child

\_\_\_\_\_  
Name of Minor Child

Date \_\_\_\_\_