

STILLBOW RANCH, INC.
ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNITY AND HOLD HARMLESS
AGREEMENT
For Owners, Employees, Guests, Volunteers, Participants and Observers

Notice: This form is a contract with legal consequences. Read it carefully before signing.

In consideration for being granted access and usage of STILLBOW RANCH, INC., hereafter referred to as "THE DUCK CLUB", I hereby freely and voluntarily agree to the following representations, assumptions, waivers, release and indemnities.

ASSUMPTION OF RISK: I know and understand that other persons may be participating in hunting and related activities while I, and others, are traveling and hunting at THE DUCK CLUB, and know and understand that such activities carry inherent risks to myself, my family members and guests, including serious personal injury or death. I also know and understand that while traveling on THE DUCK CLUB property, I may be exposed to many natural, mechanical, or environmental conditions and risks which, independently, or in combination with my activities, or the activities of others, could cause property damage or bodily injury, including fatal injuries to myself or to others.

WAIVER AND RELEASE: I hereby agree to waive and release THE DUCK CLUB and its respective agents, employees, guests, members, managers, officers, directors, representatives, heirs, executors, and assignees, and any other affiliated individuals, and or entities (collectively hereafter referred to as "STILLBOW RANCH PARTIES") acting in its interest from all actions, claims or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have, or hereafter have, for injury or damage resulting from my activities on this property. In consideration of, and return for THE DUCK CLUB permitting me onto its property, I agree that neither I nor my assignees, heirs, distributees, guardians, or legal representatives will institute any suit or action whatsoever against THE DUCK CLUB or the STILLBOW RANCH PARTIES for any personal injuries, wrongful death or property damage which the undersigned may sustain while on THE DUCK CLUB property.

INDEMNITY AND HOLD HARMLESS: I further agree to indemnify and hold THE DUCK CLUB harmless and protect and defend it against all claims, fees, penalties, liabilities, judgments or settlements whatsoever of any nature (including, but without limitation, all attorneys' fees and costs incurred in defending same) arising out of any personal injuries, safety code violations, wrongful death or property damage sustained or caused by me, any member of my party or anyone under my control while on THE DUCK CLUB property.

THE DUCK CLUB seeks to provide a safe environment for all Club activities, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment and vehicles being used might malfunction. Accordingly, I agree that I am and shall be responsible for (a) my proper preparation and safety (b) the practice of being courteous and cautious at all times with respect to others, while traveling and hunting on THE DUCK CLUB property.

1. I certify that if I hunt, on THE DUCK CLUB property, that I have a valid and current state issued hunting license. In addition, I have reviewed and understand all state and federal hunting regulations applicable for the area and dates of my hunting on THE DUCK CLUB property.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby

agree to accept any and all risks of personal injury, property damage or death, and verify this statement by placing my initials here: _____.

3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions that interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

4. In the event that I file a lawsuit against THE DUCK CLUB, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THE DUCK CLUB or STILLBOW RANCH PARTIES on the basis of any claim from which I have released them, herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

Signature: _____ Date: _____

Print Name: _____

Address: _____

City, State, Zip: _____

**PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION
(Must be completed for all participants under the age of 18)**

In consideration of _____ {print minor’s name(s)} (“Minor”) being permitted by STILLBOW RANCH, INC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless STILLBOW RANCH, INC. or STILLBOW RANCH PARTIES from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____