

# RELEASE OF CLAIMS, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR CALIFORNIA GROUNDS CONTROLLED BY CRTA

*You, on your own behalf and on behalf of your heirs, legal representatives, successors and assigns (collectively, "YOU"), are being asked to sign this RELEASE in connection with YOUR registration as a member (or a member's joining spouse) of California Retriever Training Association ("CRTA") or YOUR being allowed, as a guest or an activity participant or spectator or in any other capacity, to enter certain real property (the "Grounds") controlled by CRTA. The Grounds include one or more of the real properties described below. In addition to agreeing to the provisions of this RELEASE, you must also comply with all terms of and restrictions governing YOUR use of the Grounds, as set forth in CRTA's website, [www.cртаonline.com](http://www.cртаonline.com), and/or in other documentation provided to you in connection with your entry onto the Grounds.*

*This RELEASE benefits CRTA, the sponsors of any field trials, hunt tests, and other events on any of the Grounds, and all of owners, lessors, and licensors through whom CRTA has obtained and enjoys the right to use the various Grounds. CRTA and such sponsors, owners, lessors, and licensors, and their respective partners, officers, directors, shareholders, members, agents, employees, beneficiaries, successors and assigns and any other individual associated with any of them are collectively referred to as the "Owners."*

*The Grounds may be improved or unimproved. There are certain natural and man-made hazards that may exist on the Grounds. None of the Owners makes any representations regarding the condition of any of the Grounds. Entry onto the Grounds is at YOUR own risk. If YOU nonetheless choose to use any of the Grounds, YOU agree that YOU alone will assume and bear all risk of injury or damage to YOUR person, dogs and/or property and that YOU alone will be responsible for any injury or damage that YOU, YOUR guests, or YOUR dogs cause while on the Grounds. Before YOU use any of the Grounds YOU should be sure that YOU have adequate insurance to cover any and all risks of use.*

In consideration of the privilege of entering upon any of the Grounds under the terms and conditions of your CRTA membership or event registration materials or otherwise, YOU hereby agree as follows:

1. To the fullest extent allowed by law, YOU ASSUME ALL RISK of damage to property or injury to or death of persons and/or dogs in, upon or about any of the Grounds and YOU further WAIVE, RELEASE AND FOREVER DISCHARGE the Owners, and each of them, from and against any and all claims, losses, judgments, liabilities, damages, injuries (including, without limitation, death), causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and all reasonable investigative and discovery costs) (collectively, "Claims") arising from or in connection with YOUR use and/or enjoyment of the Grounds and access to and from the Grounds and all lands adjoining or associated therewith, YOUR activities thereon, or things done, permitted or suffered by YOU on or in connection with the Grounds, whether or not caused in whole or in part by any Owner's act or omission, whether negligent (passive or active) or intentional.
2. YOU represent and warrant that YOU have read and that YOU fully understand the provisions of Section 1542 of the California Civil Code, which states as follows:

*"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."*

YOU hereby expressly waive and release any right or benefit under Civil Code Section 1542.

3. In further consideration of the privilege of entering upon any of the Grounds, YOU agree, at YOUR expense, to INDEMNIFY, DEFEND, PROTECT, and HOLD HARMLESS the Owners (and each of them) from and against any and all Claims for injury (including, without limitation, death and physical, psychological and emotional injuries) to any person and/or dogs, or damage to any property whatsoever,

arising from or caused by (whether in whole or in part, directly or indirectly) any acts, omissions, negligence, recklessness, or willful misconduct of **YOU, YOUR** guests or any other persons **YOU** permit to be on the Grounds (each, a "Guest") or **YOUR** (or a Guest's) participation in any event held on any of the Grounds.

4. Any **Owner** through whom you may receive permission to use any Grounds may revoke that permission at any time. Each of the **Owners** is an intended third-party beneficiary of this **RELEASE**. This **RELEASE** constitutes the entire agreement between **YOU** and **CRTA** with respect to the subject matter hereof and shall not be modified, except in a writing signed by **YOU** and an authorized representative of **CRTA**.

By **YOUR** signature below, **YOU** acknowledge that **YOU** have read this **RELEASE** and that **YOU** agree to be bound by it.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

### **The Grounds and the Owners**

Set forth below is a partial list of the **CRTA**-controlled properties (the "Grounds") to which the foregoing Release of Claims, Assumption of Risk, Hold Harmless and Indemnification Agreement (the "**RELEASE**") applies. A partial list of the owners of the Grounds is included. *This list is subject to change without notice.* It may not be comprehensive as of any given date. The **RELEASE** covers all **CRTA**-controlled properties and not just those specifically listed below.

### **Description of Grounds**<sup>1</sup>

#### ***Goose Lake Grounds (Kern County):***

**CCF West:** 442 acres, 3 miles SE of the town of Lost Hills, along Interstate 5.

**Houchin Lake:** 130 acres, located immediately to the south of the CCF West Goose Lake Grounds.

**Tracy Ranch:** 2,880 acres, north of Button Willow and south of Highway 46.

**Wegis Point:** Access road from the intersection of McCoy Avenue and Jackson Avenue, plus staging area near Tracy Ranch.

#### ***Denverton Grounds (Solano County):***

**CWA Grounds:** The parking and residential areas at 3836 Denverton Road, Suisun City, CA 94585, and approximately 937 acres located to the south of them.

#### ***Grizzly Ranch Grounds (Solano County):***

**Grizzly Island Duck Club:** Approximately 982 acres located at 4179 Van Sickle Road, Suisun City, CA 94585.

### **Partial List of Owners / Licensors / Easement Holders**

California Retriever Training Association<sup>2,3,4</sup>  
California Waterfowl Association<sup>2,3,4</sup>  
California Waterfowl Foundation<sup>2,3,4</sup>  
CWA Denverton, LLC<sup>3</sup>

CWA Goose Lake West LLC<sup>2</sup>  
CWA Grizzly Ranch, LLC<sup>4</sup>  
Larry W. Frey<sup>2</sup>  
Reclamation District 2134<sup>3</sup>

Tracy Ranch<sup>2</sup>  
Wegis Family Limited Partnership<sup>2</sup>  
Wegis Ranch<sup>2</sup>

<sup>1</sup> All acreages listed herein are approximations.

<sup>2</sup> Owner at Goose Lake Grounds

<sup>3</sup> Owner at Denverton Grounds

<sup>4</sup> Owner at Grizzly Ranch Grounds