

2023-2024 Hunting Season

**Fall River Resource Conservation District
PO Box 83, McArthur, CA 96056
McArthur Range Management Hunting Permit Release of Liability
Assumption of Risk Agreement**

I hereby acknowledge that I have voluntarily purchased a permit to enter onto and to engage in or observe hunting activities on the McArthur Range Management Area also referred to as the "McArthur Swamp" (Property) owned and operated by the Fall River Resource Conservation District, (RCD). These activities include, but are not limited to, the use and discharge of firearms on the McArthur Swamp which is an active cattle grazing operation.

I acknowledge and understand that hunting activities are inherently hazardous and involve both known and unanticipated risks which could result in damage or destruction of property and physical or emotional injury, including paralysis or death, of myself or of persons. These risks include but are not limited to: being shot by or shooting myself or others resulting in my death; partial or total loss of eyesight or hearing; or other unforeseen injury. Further, I understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I further acknowledge and understand that RCD makes no warranty as to the condition or fitness for any purpose of the property. The RCD makes no warranty to medical personnel on site.

I represent that I have never been convicted of a felony. California law prohibits any person convicted of a felony to be present in any environment where firearms are present. I represent that I am knowledgeable and skilled in the proper handling, loading, use and discharge of all firearms, and ammunition I intend to use on the property. I understand that the RCD is specifically relying on the truth of my representations concerning my knowledgeable and skill with firearms, in permitting me to make use of the Property.

As lawful consideration for being permitted by the RCD to enter onto the Property and to engage in or observe hunting and other activities on the Property, as a permit holder, I agree as follows:

I agree to assume full responsibility for all risks, injuries, or damages, known or unknown, of whatsoever any kind and nature, which I might incur because of entering onto the Property and in engaging in or observing hunting and other activities on the Property.

I agree to assume all responsibility and liability for any act or acts, negligent, reckless, or criminal act or omission to act, of any MINORS that I take to the Property. (I understand that "MINORS" includes all persons who enter onto the Property, or engage in or observe shooting and other activities at the Property because of my express invitation. I agree that I will ensure that each of the MINORS parent or guardian read and sign a "**Release - Assumption of Risk Agreement.**" (MINOR is defined as any person under the age of 18 on the date the activities on Property are to take place). Each MINOR participating in hunting activities must be included in the GUARDIANSHIP section at the bottom of this document and is therefore also bound by "**Release - Assumption of Risk Agreement.**"

I agree to abide by State of California Laws and Regulations and the RCD's Rules and to ensure my MINORS do so as well. I knowingly, voluntarily and expressly waive any and all claims I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me completely and without reservation that I may have against the **RCD**, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that I may sustain as a

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result of me entering onto the Property or engaging in or observing hunting activities. Also, I, my next of kin, heirs, guardians, representatives, assigns or any other person claiming under me, forever release, waive, discharge and covenant not to sue the RCD, its agents, officers, members, employees, instructors, volunteers, or representatives for any personal injury, death, disability, property damage, property theft or acts and/or omissions of whatsoever kind and nature including, but not limited to, those caused by its negligence or other acts including, but not limited to, those acts and/or omissions of other participants or persons on the Property. I further acknowledge and agree that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, shall remain in full force and effect from the date of execution and ever after shall be applicable to each and every occasion that I or my MINORS enter onto the Property to engage in or observe hunting and other activities on the Property. I further agree to accept financial responsibility for the repair of any property if damages were directly caused by MINE or my MINORS inappropriate use of said Property.

I have carefully read this **"Release - Assumption of Risk Agreement"** and fully know its contents. I acknowledge that no other inducement, assurance or guarantee has been made to me in consideration of my signing this Agreement which I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the RCD. The **"Release, Assumption of Risk"** is valid for the calendar year set forth above.

THE "SNAKE POND" IS CLOSED TO REGULAR PERMIT HUNTING, SEE MAP. Predator hunting (coyote) on the property is only permissible during the non-grazing season (December 1st – March 31st) by use of shotguns or 22 caliber and smaller style rifles. Predator hunting (coyote) is not permissible during the grazing season (April 1st – November 30th). BIG GAME HUNTING IS ONLY PERMITTED ON THE PROPERTY THROUGH DRAW OF CDFW SHARE TAG. CDFW share hunts are held on weekends listed by special permit through CDFW's Share Program. By agreeing to this form, I agree to and understand that my RCD Permit is not valid for use on the above referenced areas or weekends.

GUARDIANSHIP of MINORS

IN CONSIDERATION of allowing the below MINOR participant in activities on the Property and/or being permitted to enter for any purpose the Property (defined as any area requiring special authorization, credentials or permit to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the hunting areas and any other area of the Property), EACH OF THE UNDERNAMED, his/her personal representatives, heirs, assigns, and next of kin agrees to all provisions set forth in this **"Release - Assumption of Risk Agreement:"**

I do fully accept any and all implied responsibilities for the MINORS under MY GUARDIANSHIP and knowingly, voluntarily and expressly waive any and all claims that I and the MINOR' next of kin, heirs, assigns, guardians, representatives, assigns or any other person claiming under the MINOR completely and without reservation that they may have against the RCD, its agents, officers, members, employees, instructors, volunteers, or representatives from any and all injuries or damages that a MINOR under MY GUARDIANSHIP may sustain as a result of me entering onto the Property or engaging in or observing hunting activities.