

Valley Waterfowl
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(Page 1)

1. In consideration for receiving permission to enter onto any property leased, subleased, purchased, donated to, or otherwise secured by Valley Waterfowl for the purpose of hunting during the 2025/2026 California waterfowl season, I hereby release, waive, discharge and covenant not to sue the land owner, the landowner's agents, employees, leasers, and Valley Waterfowl, its officers, servants, agents and employees (hereinafter jointly referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in hunting at the above described property, or while in, on or upon the premises where the hunt is being conducted, while in transit to or from the premises, or in any place or places connected with the hunt.

2. I am fully aware of risks and hazards connected with being on the premises and participating in the hunting trip. I am aware that the property may be flooded and that the terrain will be uneven. I assume the risk of all conditions, including but not limited to risks associated with the design, construction, layout and/ or obstacles on the property. I am fully aware that there may be risks and hazards unknown to me related with being on the premises and participating in the hunt, and I hereby elect to voluntarily participate in the hunt, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the hunting trip, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the hunting trip, whether caused by the negligence of any or all of the releasees, or otherwise. The undersigned agrees not to sue any released party and I agree to give up any right I may have to make a claim or to file a lawsuit against any released party. The undersigned agrees to pay all costs and attorney fees incurred by any released party in defending a claim or suit brought by or on behalf of the undersigned. The undersigned agrees that this release shall apply to each and every day that the undersigned participates in a hunting trip on the above mentioned property.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent;
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I agree to follow all California and federal laws as they relate to hunting on private property.

Valley Waterfowl
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(Page 2)

In witness whereof, I have hereunto set my hand and seal this _____ day of _____,
2025/2026. ***Circle one.***

Signature: _____

Member Printed Name: _____

Witness: _____

Witness Name Printed: _____

Please Note: If there is a junior hunter in your party, any Valley Waterfowl Member that is not age 18, there must also be a complete waiver for that member (all pages), but signed by their Parent, Custodian or Guardian.

In witness whereof, I have hereunto set my hand and seal this _____ day of _____,
2025/2026. ***Circle one.***

Signature: _____
Parent, Custodian, or Guardian of Valley Waterfowl member under age 18.

Hunter under age 18 for whom you have signed, Please

Print Name: _____
Hunter name, under age 18

Witness: _____

Witness Name Printed: _____

Please mail the completed form along with your 24-25 Hunt Application to:

Valley Waterfowl

P.O. Box 1046

Woodbridge, CA 95258

NOTICE

All hunters must also sign the following documents:

- 1. Waiver**
- 2. Club Rules**
- 3. Addendum**

These documents are necessary to hunt the Biggs blind.

WAIVER, INDEMNIFICATION
AND
HOLD HARMLESS AGREEMENT

This Waiver, Indemnification and Hold Harmless Agreement is made effective as the date signed by the Hunter or Hunters in the space(s) provided at the end of this Agreement.

RECITALS

- A. Landowner and Lessor have given Hunter permission to hunt on the farmland located in the unincorporated area of Butte County.
- B. It is Hunter's intention to provide the greatest protection legally possible to the Landowners and Lessor listed below, its owners, managers, heirs and/or assignees from any and all claims of injury to person and property or death to any person on the property arising out of Hunter's activities on the property:

Landowner's Name: Minasian, Minasian, Minasian Trust

Lessor: Gino and Andrea Patane DBA: Patane Farms, Farming Group, LLC

APN: 022-130-36 and 22-130-25

Lessor Initials_____

Lessee Initials _____

(1)

AGREEMENT

NOW, THEREFORE, in consideration of the above Recital and the covenants and Conditions contained herein, Hunter agrees as follows:

WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS

1. THE UNDERSIGNED AGREES TO OBSERVE PROPER DECORUM AT ALL TIMES AND ABIDE BY ANY AND ALL HUNTING AND/OR GAME LAWS AND REGULATIONS.
2. THE UNDERSIGNED UNDERSTAND THAT THE PREMISES ARE OPERATED PRIMARILY AS AN AGRICULTURAL PROPERTY AND THAT UPON THE PREMISES THERE MAY BE HAZARDS, SOME OF WHICH ARE OBVIOUS AND SOME OF WHICH ARE NOT, INCLUDING BUT NOT LIMITED TO, CONCEALED HOLES OR IRREGULARITIES IN THE LAND WHICH MAKE FOOTING HAZARDOUS; WOODEN OR METAL BOXES UTILIZED TO CONTROL WOODEN OR WIRE FENCES, SOME OF WHICH MAY BE IN DISREPAIR AND WHICH MAY CONSTITUTE A CONCEALED DANGER; FARM AND OTHER MACHINERY; WATER-FILLED DITCHES; DITCHES DESIGNED TO CONTAIN WATER BUT WHICH MAY BE DRY; DIRT ROADS OR TRACKS WHICH MAY BE IN DISREPAIR; FARM ANIMALS, WILD ANIMALS AND PLANTS WHICH MAY BE DANGEROUS AS WELL AS OTHER HAZARDS BOTH OBVIOUS AND CONCEALED.
3. THE UNDERSIGNED RECOGNIZES AND UNDERSTANDS THAT HE OR SHE MAY BE INJURED AS A RESULT OF ONE OR MORE OF THOSE HAZARDS ENUMERATED HEREIN OR AS A RESULT OF OTHER HAZARDS LOCATED ON THE PREMISES NOT ENUMERATED ABOVE AND ACCEPT THE RISK OF INJURY FROM ALL SUCH HAZARDS.
4. THE UNDERSIGNED IS FURTHER AWARE THAT OTHER PERSONS MAY BE AFIELD WITH LOADED FIREARMS AND THAT THE OBJECT OF THEIR HUNTING ENDEAVORS WILL BE TO SHOOT WATERFOWL AND UPLAND GAME. THE UNDERSIGNED IS AWARE THAT THE POSSIBILITY EXISTS THAT HE/SHE AND/OR OTHERS IN THE FIELD MAY BE INJURED OR KILLED OR SUFFER PROPERTY DAMAGE AS A RESULT OF THE DISCHARGE OF A FIREARM BY THE UNDERSIGNED, HIS/HER GUEST OR OTHERS IN THE FIELD.
5. THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE MAY BE THE OPERATOR OR THE PASSENGER OF A THREE-WHEEL OR FOUR-WHEEL ALL TERRAIN VEHICLE WHILE ON THE PREMISES. THE UNDERSIGNED FURTHER RECOGNIZES AND UNDERSTAND THAT MANUFACTURERS OF SUCH VEHICLES RECOMMEND THAT SAFETY HELMETS BE WORN WHILE OPERATING SUCH THREE-WHEEL OR FOUR-WHEEL ALL TERRAIN VEHICLES AND THAT THEY RECOMMEND AGAINST

Lessor Initials_____

Lessee Initials_____

THE TRANSPORTATION OF ANY PASSENGERS ON SUCH VEHICLES. THE UNDERSIGNED FURTHER RECOGNIES THAT SUH VEHICLES ARE REGARDED BY MANY AS INHERENTLY DANGEROUS VEHICLES.

6. THE UNDERSIGNED HEREBY AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY AS AGAINST ANY LIABILITY, THE PREMISES AND ALL OF ITS OWNERS, AGENTS, EMPLOYEES, AND LESSEES, AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH THE UNDERSIGNED OR ITS GUEST OR ANY THIRD PARTY MAY SUFFER IN CONNECTION WITH THE ACTIVITIES OF THE UNDERSIGNED OR HIS/HER GUEST AS A RESULT OF ANY OBVIOUS OR CONCEALED DANGER OF WHATEVER NATURE, WHETHER ENUMERATED HEREIN OR NOT, UPON THE PREMISES. THE UNDERSIGNED ALSO HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE PREMISES AND ALL OF ITS OWNERS, AGENTS, EMPLOYEES AND LESSEES, AS AGAINST ANY LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH THE UNDERSIGNED OR HIS/HER GUEST OR ANY THIRD PARTY MAY SUFFER AS THE RESULT OFF THE NEGLIGENT CONDUCT OF THE UNDERSIGNED OR HIS/HER GUESTS.
7. THE UNDERSIGNED ALSO AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE PREMISES, ITS OWNERS, AGENTS, EMPLOYEES AND LESSEES, AS AGAINST ANY DEATH, PERSONAL INJURY, DISABILITY OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE OPERATION BY THE UNDERSIGNED OR HIS/HER GUEST OF A THREE-WHEEL OR FOUR-WHEEL ALL TERRAIN VEHICLE.
8. THE UNDERSIGNED FURTHER AGREES THAT THIS AGREEMENT SHALL BE BINDING THEIR HEIRS, ASSIGNS, DEVISEES AND BENEFICIARIES OF ANY TRUST OF WHICH THE HUNTER IS A SETTLOR.

EXECUTION

The Hunter has executed this indemnification and Hold Harmless Agreement on the date opposite his/her signature below. This Indemnification is to stand to represent 2022/2023 season in its entirety.

IN THE EVENT THAT THE INDIVIDUAL REQUESTING PERMISSION TO PARTICIPATE IN ANY ACTIVITY WHATSOEVER ON THE PROPERTY IS A MINOR CHILD, UNDER 18 YEARS OF AGE, A PARENT OF LEGAL GUARDIAN OF THAT MINOR SHALL BE IDENTIFIED ON THIS FORM AND SHALL BE BOUND FULLY RESPONSIBLE TO THE TERMS OF THIS AGREEMENT AND INDEMNIFICATION AS INDICATED BY HIS/HER SIGNATURE BELOW. ALL MEMBERS AND ABSOLUTELY ALL GUESTS MUST SIGN TO THIS AGREEMENT AND INDEMNIFICATION OTHERWISE ARE STRICTLY AND ABSOLUTELY PROHIBITED FROM ANY AND ALL ACTIVITY ON THE PREMISES OF THE PROPERTY.

Lessor Initials_____

Lessee Initials_____ (3)

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Lessor Initials_____

Lessee Initials_____ (4)

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Signature_____

Date_____

Print Name_____

Lessor Initials_____

Lessee Initials_____

(5)

Minasian Ranch Hunting Club Rules

1. Do not drive any vehicles other than ATV type vehicles on the roads after the first rain!
2. Obey all Fish and Game Laws. No early or late shooting. You are responsible for knowing what shooting times are.
3. This is a Duck and Goose Club, only. Do not shoot or harass any other game on this property (ie Deer, Turkey, Quail, etc.). Shoot only from the blinds.
4. No pistol or rifle shooting allowed on the property.
5. Quads are for transportation to and from the blinds, only. No speeding or joy riding.
6. Guests are allowed only when a member is present.
7. Pick up shells and garbage from in and around the blinds and parking areas and roads.
8. Try to keep the graveled road and parking area free of mud. Drive quads to the side of the road and graveled area.
9. There is a 500 decoy limit – Duck & Geese total per blind.
10. There is to be No Metal = stakes, rebar, etc. around blinds or in the field. Flip flop blind covers are okay.
11. No foreign blind cover = rice straw, palm fronds, bamboo on the club. Use the rice straw from the club property only.
12. No subletting and No Guiding.
13. Leave no spinning wing decoys out in your pond when leaving for the day.

By signing below, you acknowledge that you have read and understand the above rules and any infraction of them may result in being removed from the club without a refund.

[illegible]

Patane Hunting Lease Addendum

I, _____ ("Hunter" or Lessee") hereby agree to waive any claims, causes of action, losses, damages, demands, and actions against Landowner, and all entities and individuals associated with Landowner, including without limitation Minasian Partnership, Minasian Trust, Jackson Minasian, Mark Ambrose, Paul Minasian, Jonathan Ambrose, Susan Minasian, Generation Skipping Trust of Jackson Minasian, Paul R. Minasian and Susan R. Minasian Trust, and Landowner's officers, employees, or agents, that relate to or arise from my activities, presence, hunting, and/or entry on the real property, including without limitation, claims for injuries, damages or losses directly or indirectly resulting from any act or omission of Landowner. This waiver extends to all claims of losses, injuries, damages, liabilities, and all other form of claims. This waiver shall apply to the maximum extent permissible by law.

Signature: _____

Date: _____

I, _____ ("Hunter" or Lessee") hereby agree to indemnify and hold harmless Landowner and all entities and individuals associated with Landowner., including without limitation Minasian Partnership, Minasian Trust, Jackson Minasian, Mark Ambrose, Paul Minasian, Jonathan Ambrose, Susan Minasian, Generation Skipping Trust of Jackson Minasian, Paul R. Minasian and Susan R. Minasian Trust, against and from any and all losses, damages, claims, demands, actions, causes of action, costs and expenses, including court costs and attorney's fees, which relate to or arise from my activities, presence, hunting, and/or entry on the real property..

Signature: _____

Date: _____