

**Freddi Abatti and Trio Equipment Company Property
NAVHDA TEST ACCESS AGREEMENT**

**ASSUMPTION OF RISK
GENERAL RELEASE AND INDEMNIFICATION AGREEMENT**

The undersigned individual desires to enter upon the land owned, leased and/or operated by Freddi Abatti and Trio Equipment Company (hereinafter collectively, "Landowner") of Imperial County, California, for the purpose of participating in a fun hunt and dog training event conducted by the San Diego Chapter of the North American Versatile Hunting Dog Association ("SDNAVHDA") on November 16, 2019 and as an express condition for the entry upon such land and to participate in the SDNAVHDA event, hereby enters into the following General Release and Indemnification Agreement. Your activities while dog training and participating in the fun hunt on Landowner's property are not without risk; and, since the use of firearms associated with your SDNAVHDA event activities is dangerous, Landowner and SDNAVHDA require all guests, all shooters and all observers and other guests to assume all risk which you acknowledge and agree by signing this General Release and Indemnification Agreement. We believe it is important for you to be informed of the inherent dangers and risks involved. The following describes some, but certainly not all, of those risks and dangers. The risk of handling firearms and being near others who have firearms in their possession may result in accidental or negligent discharge of firearms, causing personal injury, including but not limited to gunshot wounds; the risk of ear damage from noise; the risk of injury from flying objects or other hard surface targets; walking in rugged country, including encounters with wildlife, rattlesnakes, animals and insects; and inclement weather conditions.

In consideration of the privilege of entering upon Landowner's property, including the use of all facilities or improvements, if any, owned, leased, farmed or licensed, by Landowner, as well as the services of its officers, directors, employees, volunteer members, agents, property lessors and sublessees, representatives and all other persons or entities associated with Landowner (collectively hereinafter referred to as "Releasees"), and in order to participate and/or observe activities or otherwise use such property and facilities, on behalf of myself, my heirs, legal representatives and assigns, the Undersigned warrants the following statements are true and correct and understands that the Releasees have relied on them in entering into the foregoing Assumption of Risk, General Release and Indemnification Agreement ("Agreement") and in giving the Undersigned permission to enter the managed property:

1. To the best of my knowledge, I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely.
2. I am aware the dog training and hunting-related activities for which I have sought access upon Landowner's property entail the risk and danger of accidental or negligent injury or death to me and others. I understand that the description of these risks and dangers as contained herein is not complete and that many unknown or unanticipated risks and dangers may result in my injury or death. I agree to assume full responsibility for the risks and dangers identified herein and for all of those risks and dangers that are inherent in any of the activities while on managed property in which I may participate. I assume full responsibility for myself as well as all minor children who may participate with me, or at my direction or under my control. This responsibility includes but is not limited to bodily injury, death or loss of personal property and all expenses as a result thereof. Furthermore, I assume full responsibility for myself and any minor children and guests by reason of any injuries sustained by them as a result of my negligence, if any, in participating in these activities.
3. I hereby release, waive, discharge and covenant not to sue, make a claim against, attach the property of or otherwise prosecute Landowner, any of its affiliated organizations, officers, directors, employees, volunteer members, agents, property lessors and sublessees, representatives and all other persons or entities associated with Landowner, for liability on account of injury to the person or damage to the property or which results in the death of the Undersigned whether caused from passive or active negligence of the Releasees or otherwise while the Undersigned is upon any of Landowner's property or when in transit to or from Landowner's property.

4. I hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of any action of the Undersigned in or about any managed property or when in transit to or from the managed property and whether caused by the passive or active negligence of the Releasees or otherwise.
5. I expressly agree that the herein Assumption of Risk, General Release and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I understand and accept the "as-is," unimproved conditions and activities pertaining to the managed property upon which I will enter and that Landowner and SDNAVHDA's volunteer members have no obligation to improve, alter or repair the property or to make it safe; nor to warn of dangerous conditions, whether latent or patent, that may exist upon the land; nor to patrol the land or to enforce the hunting laws, rules and regulations thereof. I further understand that the water found in streams, springs, pipelines, canals, tanks, ponds, ditches and troughs is untreated, its quality and potability are uncertain, and such water should not be consumed because of the risk of its possible contamination.
7. No oral representation, statements or inducements apart from the foregoing written agreement have been made.
8. The Undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform to and comply with all the rules and regulations of Landowner.
9. I further expressly waive the provision of California Code of Civil Procedure section 1542 which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I have carefully read, fully understand and accept all of the terms and conditions stated in this General Release and Indemnification Agreement and, prior to the execution of this Release, I have apprised myself of sufficient relevant information respecting Landowner's property and conditions and activities to be encountered thereon, in order to intelligently exercise my judgment in deciding whether to execute this Release, and further declare that my decision to do so was voluntary and not based on or influenced by any declaration or representation of Landowner or SDNAVHDA's volunteer members, employees or agents. I acknowledge that the Agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, estate, members of my family and guests with respect to any and all activities, at any time, while on or at Landowner's property.

Signature: _____ Dated: _____	PLEASE PRINT _____ Full Name
Under 18 years of age, signature of parent or guardian: Signature: _____ Dated: _____ Birth Date: _____ In case of emergency, contact: _____ Telephone: _____	_____ Street Address _____ City, State and Zip Code _____ Telephone Number _____ California Hunting License No.