**RELEASE AGREEMENT**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(PRINT FISHERPERSON’S FULL NAME)("Fisherperson") and Waegell Brothers Ranch / Waegell Family / Tiessen-Waegell Ranch ("Landowner"), hereby agree as follows::

1. **Request for Permission to Enter Landowner's Property**. Fisherperson has asked Landowner to give Fisherperson permission to enter this property: Waegell Brothers Ranch, Sacramento, CA (the “Property”).
2. **Fisherperson's knowledge of dangers and risks**. Fisherperson hereby agrees that he/she has been clearly and fully warned of all of the risks of fishing on the Property, and that Fisherperson fully understands the risks. Landowner has told Fisherperson and Fisherperson clearly understands the following, and more:
	1. That this is a rural area, with dangerous conditions and activities with which Fisherperson may or may not be familiar, and which may be inhabited by wild animals. Even domestic animals and farm animals can be dangerous. Fisherperson should expect cattle, horses, sheep, dogs and other domestic animals to be loose and present at any time.
	2. Fishing, alone or with others requires extreme care and diligence to observe safety first. Fisherperson is hereby aware that fishing from shore or from a boat, float tube, kayak, canoe or other water craft poses the danger of falling overboard or capsizing, and the risk of excessive sun exposure, sunstroke, heatstroke, severe sunburn, or medical complications, all of which pose a risk of serious injury and even death (by drowning or otherwise) through unsafe boating & fishing practices. Fisherperson agrees that Fisherperson has been clearly and fully warned of these risks and that Fisherperson is fully aware of and understands and accepts all of these risks.
	3. Landowner has warned Fisherperson orally or in writing of all dangerous conditions, activities and animals (and any known dangerous propensities of such) of which Landowner is, or has reason to be, aware.
	4. Should Fisherperson engage in, observe or be in proximity to, directly or indirectly, with or without knowledge of, any type of hunting, shooting, fishing, swimming, hiking, horseback riding, two or four-wheel drive or all-terrain vehicle operation or attendance as a passenger, including transportation on or to and from the Landowner's Property in Fisherperson's own or other vehicles or by any other means, or should Fisherperson engage in, observe or be in proximity to any other activities, that it is understood Fisherperson may sustain injury or damage to his/her person, any persons within Fisherperson's charge and/or any and all property (real or personal) including wild or domestic animals.
	5. That, in addition to the risks described above, other risks Fisherperson has specifically been made aware of include, but are not limited to:
		1. Narrow one-way and two-way winding country roads occasioned by two-way, vehicular, pedestrian and animal traffic;
		2. Landslides, cliffs, sharp drop offs and falling trees, limbs, rocks and mudslides;
		3. Creeks, rivers, lakes, ponds, wells, ditches, canals and water tanks can harbor unseen dangerous objects, currents and depths;
		4. Wild animals which can be dangerous and should be avoided. Even animals that may appear harmless may be dangerous - for example, small animals may bite or spread disease or parasites. Insects, snakes and plants may be poisonous or cause an allergic reaction.
		5. Domesticated animals (i.e., livestock, etc.) can also be dangerous and should be avoided;
		6. Weather which can be dangerous. Fisherperson should be prepared for sudden wind, rain, hail and snow storms, lightning, freezing conditions. Ice, water, rocks or vegetation on walkways, roads, trails, and lakes, creeks and ponds, frozen or unfrozen and muddy, can be slippery and may break through if walked in, on or driven upon);
		7. Earthquakes (active earthquake faults may traverse Landowners' Property); and
		8. Wildfires, Lightning or Floods.
3. **Fisherperson's Assumption of Risks and Release of Landowner from Liability**. Fisherperson hereby expressly and solely assumes the risk of any and all injuries or damage to Fisherperson and/or any and all persons and property (real property and personal property), including domestic animals which are or aren’t within Fisherperson’s charge. It is the intention and agreement of each of the parties to this Agreement that this Agreement constitutes a full, complete and final release of any dispute or claim that Fisherperson may have against Landowner that may arise as a result of Fisherperson coming onto Landowner’s Property, and that this instrument constitute the complete integration and final expression of the terms of their agreement. Therefore, each of the Parties expressly waives the benefit of California Civil Code Section 1542, which provides:

**"A general release does not extend to claims which 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."**

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Fisherperson Initial Here

1. Each Party understands and expressly accepts and assumes the risk that if any fact with respect to any matter covered by this Agreement is hereafter found to be other than or different from the facts that such party now believes to be true, this Agreement shall be and will remain fully effective notwithstanding any such difference.
2. Each Party hereby acknowledges and agrees that no promises, representations, understandings or warranties have been made by any of the Parties to this Agreement, other than those that are expressly set forth herein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.
3. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, lawsuit or other proceeding that may be brought, prosecuted or attempted under or in breach of this Agreement.
4. Each Party to this Agreement hereby affirms, acknowledges and agrees that he or she has read this Agreement and has had it fully explained by their own legal counsel, and fully understands and appreciates the words and terms used herein and their effect, and that this is a full, final and complete compromise, release and settlement of any and all types of claims, demands, actions or causes of action, for any and all injuries or damages.
5. This Agreement shall be interpreted and enforced by and under the laws of the State of California.
6. If any term, provision, condition or covenant of this Agreement, or its application to any Party or circumstance of circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent of the law.
7. Each party represents and warrants to the other that it is fully authorized to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so without the need to obtain the further consent of any person or entity, and that upon such execution, this Agreement shall be valid, binding and fully enforceable according to its terms against such Party.
8. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and all of their respective family members, heirs, devisees, successors and assigns, officers, directors, employees, agents, representatives, trustees, beneficiaries and administrators, and any future owners of the Property described herein, and each of them.

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| Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fishing Lic. GO ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_ | **FISHERPERSON:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SIGN)(PRINT NAME) |