

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 at the Rules of Conduct page of CRTA’s website, www.crtaonline.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 the DISCLOSURE CONCERNING ARSENIC IN TUMBLIN LAKE (a copy of which appears following the “Partial List of Owners” below and which has been provided to YOU) and the provisions of Section 1542 of the California Civil Code, which states as follows:

“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.”

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.

Signed: _____
Signature
Print: _____
Printed Name
Date: _____

Signed: _____
Signature
Print: _____
Printed Name
Date: _____

Signed: _____
Signature of Parent/Guardian
Print: _____
Printed Name of Parent/Guardian
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 Grounds¹

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.

Tumblin Lake and Semitropic Parcel 01: 60 acres, 1.8 miles south of the Main Drain Overpass and West of Highway 5.

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

Denverton Grounds (Solano County):

Denverton Duck Club: The parking and residential areas at 3836 Denverton Road, Suisun City, CA 94585, and approximately 762 acres located southwest of them.

Marianno Property: Approximately 174 acres, located immediately to the north and east of the Denverton Duck Club habitat area.

Grizzly Ranch Grounds (Solano County):

Grizzly Island Duck Club: Approximately 982 acres, located to the north of 4179 Van Sickle Road, Suisun City, CA 94585.

Partial List of Owners

Buttonwillow Improvement District ²
California Retriever Training Association ^{2, 3, 4}
California Waterfowl Association ^{2, 3, 4}
California Waterfowl Foundation ^{2, 3, 4}
CWA Tumblin Lake LLC ²
CWA Goose Lake West LLC ²

CWA Denverton, LLC ³
CWA Grizzly Ranch, LLC ⁴
Larry W. Frey ²
James Robert Marianno ³
Michael Alan Marianno, Jr. ³
Reclamation District 2134 ³

Semitropic Improvement District ²
Semitropic Water Storage District ²
Tracy Ranch ²
Wegis Family Limited Partnership ²
Wegis Ranch ²

DISCLOSURE CONCERNING ARSENIC IN TUMBLIN LAKE

SUPPLEMENT TO RELEASE OF CLAIMS, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ~ CALIFORNIA GROUNDS

THIS TUMBLIN LAKE SUPPLEMENT provides you with information about one of the risks that you have assumed and accepted by signing the Release of Claims, Assumption of Risk, Hold Harmless and Indemnification Agreement (the "Hold Harmless Form") that the California Retriever Training Association ("CRTA") requires from persons desiring to use its Goose Lake Grounds.

CRTA has been provided with a Phase I Environmental Site Assessment report concerning the site commonly known as Tumblin Lake. The report states that tests performed on samples of water in Tumblin Lake in 2005 detected Arsenic in concentrations as high as approximately 400 parts per billion (ppb). It is not uncommon for Arsenic to be naturally present in the soil of lands located in the Goose Lake region, but we have no proof that such is the source of the Arsenic in Tumblin Lake. The concentrations of Arsenic detected in Tumblin Lake are more than 40 times greater than the USA drinking water standard of 10 ppb. However, we humans appear to be much more sensitive to Arsenic than are dogs and numerous other species. After reviewing the test results, Professor Robert H. Rice of the UC Davis Department of Environmental Toxicology advised that a 10 kg dog would need to ingest 50 liters of water with 400 ppb of Arsenic daily in order to reach the level of Arsenic believed to be harmful to dogs. In a memorandum, a copy of which is available for your review at CCF's caretaker residence at the CCF-West parking area, Professor Rice concluded that the risk of dogs being adversely affected by the high concentrations of Arsenic detected in the water of Tumblin Lake was remote. However, neither CRTA nor any of the owners of the Grounds can make any representation or warranty that the water in Tumblin Lake is safe for dogs. You need to make your own determination about the acceptability of the risks present at the Tumblin Lake site, as well as at all of CRTA's other Grounds.

¹ All acreages listed herein are approximations.

² Goose Lake Grounds

³ Denverton Grounds

⁴ Grizzly Ranch Grounds