

CAR-DUN-AL Obedience Dog Training Club, Inc.

WAIVER, RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT FOR DOG OBEDIENCE CLASSES

Class: _____

Participant's Name (print): _____

Address: _____

City: _____ State: _____

Zip Code: _____ Telephone: (_____) _____

On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including any one claiming by or on behalf of any of me/us, in consideration of the right to participate in the dog obedience class indicated above, subject to the terms and conditions of this agreement, I agree as follows:

Acknowledgement of Risk, Identification of Released Parties and Assumption of Risk.

I acknowledge that if I participate, or allow my minor child or ward to attend or participate, in any dog-related activity, including as a handler, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that the behavior of dogs is unpredictable and that an injury may occur. Further, I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any dog I participate in the obedience class with, is appropriate and/or trained and/or socialized enough to engage in any dog-related activity, including (but not limited to) the dog obedience class identified above.

The CAR-DUN-AL Obedience Dog Training Club, Inc. ("CAR-DUN-AL"), and its insurers, officers, directors, agents and volunteers while acting on behalf of CAR-DUN-AL are hereafter collectively referred to as the "Released Parties". I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the level of my knowledge about dogs and dog-related activities, dog training, the knowledge about dogs and dog-related activities of my minor child or ward, or the training or suitability of any dog I bring to the dog obedience class.

Therefore, I understand that when I am waiting for a dog obedience class to begin and/or I am participating in and/or after the conclusion of each dog obedience class, I assume all risk and legal responsibility for loss or damage to property or injury to me and/or my minor child or ward and/or to any dog I have with me for any purpose.

I specifically represent, covenant and warrant that if I and/or my minor child or ward and/or any dog I have with me for any purpose are injured before, during or after any dog obedience class sponsored by CAR-DUN-AL, then I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property that may result and expressly waive and release each of the Released Parties from any claim for such loss, and/or injury.

Agreement of Waiver, Release, Indemnification, and Hold Harmless.

I fully understand that this agreement covers, but is not limited to, all known and unknown risks of all dog-related activities. I understand that this includes dangers or conditions that are an integral part of

all dog-related activities, including but not limited to, any of the following: (a) the propensity of a dog to behave in unpredictable ways that may result in injury or loss to persons or other animals around or in the vicinity of the dog; (b) the unpredictability of a dog's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; and, (c) the potential of a participant in a dog-related activity to act in a careless or a negligent manner, including but not limited to, failing to maintain control over a dog, that may cause or contribute to injury or loss to themselves and/or other person(s) and/or their own or another's dog.

I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that I or my minor child or ward may have including any injuries or death to my dog and/or loss of my property, of every nature arising out of or in any way resulting from being involved in any manner with the above-referenced dog class and all dog-related activities, and I assume all risks as set forth in this agreement. Neither my minor child or ward, nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, initiate, file or bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or for any claim made by others for any injury or loss of any nature arising out of or in any way resulting from being involved in any manner with the above-referenced dog class. Further, I agree to indemnify and hold CAR-DUN-AL harmless from all damages, including attorney fees, resulting from any actions of myself, my minor child or ward and/or any dog and any damage or injury which may result from my participation in this obedience class.

I execute this Waiver, Release, Indemnification & Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and/or my child and/or ward, and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, successors, representatives and assigns. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT.

Dated: _____, 20_____.

Participant's Signature: _____



**IF A SPECTATOR OR PARTICIPANT IS UNDER THE AGE OF 18 YEARS,
THE SIGNATURE BY A PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED**

Minor/Ward's Name: _____ Minor/Ward's Birth Date: _____

Parent or Legal Guardian's Signature: _____

Dated: _____, 20_____.