

# Dog Agility Training/Practice – Release

## Waiver, Release, Hold Harmless and Indemnity Agreement

This Agreement must be signed before any training will be allowed.

Read both sides carefully before you sign.

(Please print) Today's Date: \_\_\_\_\_

Participant Name (your name): \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_

If under 18 name of legal guardian: \_\_\_\_\_

In consideration of the services of **Carol Ely**, and the owners, their heirs, dependants, trainers, agents, employees or representatives (hereinafter collectively referred to as the "Owners and Representatives") of Equipment used for training/practice and the property where the training or practice is taking place or any of the properties and the right to engage in Dog Training Classes as a participant, I hereby freely and voluntarily agree to release indemnify, hold harmless and waive all and any legal claims against the Owners and Representatives on behalf of myself, my children, my parents, my heirs, assigns personal representatives and estate, as follows:

### **PART 1. DISCLOSURE AND ACKNOWLEDGEMENT OF RISKS**

I understand that Dog Training classes and practice involve known and unanticipated risks which could result in physical injury, dog bites, paralysis, death, illness, or damage to me, to my dog, to property or to third parties or their dog(s). I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the Training. These risks include both my dog and myself, but are not limited to, among other things:

- A. The nature of the training itself which involves:
  1. Strenuous and vigorous physical, mental, emotional, and intellectual activity such as outdoor and indoor games during day or night, and exercises and processes which may include or result in physical, mental, or emotional stress, distress, fatigue and serious dog bites: and
  2. The potential for injury to skeletal, neuro-muscular system (such as strains, fractures, punctures, bites, ruptures, bruises, mauling, loss of limb, loss of use of limb, paraplegia and quadriplegia), to internal organs, to cardiovascular system (such as elevated blood pressure, elevated pulse, heart attack, aneurysm, hemorrhage, or stroke), to eyes or ears (loss of sight or hearing), to body (such as scrapes, scratches, punctures, mauling, lacerations and to mental health (such as depression or re-traumatization to past psychological history)
- B. The Acts or omissions of the Owners or Representatives who may, among other things, be ignorant of any participant's fitness or abilities; misjudge the weather, the elements, or the terrain, or give inadequate instructions, warnings, or advice.
- C. Latent or apparent defects or conditions in the equipment or property supplied by the Owners, Representatives or other persons or entities as well as the use or operation of such equipment.
- D. Acts of other participants of their dogs in this training or other persons or their dogs.
- E. I further agree to pay for any injury or damage that my dog may cause to other animals, people or property while on property that dog training is taking place.

### **PART 2. CLASS NOTICE**

Dog and Handler may be dropped from class with no notice at the discretion of the instructor. Examples: violation of instructor safety rules, property rules and including but not limited to, aggression, abusive training, lack of cooperation, and intoxication.

**PART 2. PARTICIPANT UNDERTAKINGS**

1. I and my representatives expressly acknowledge and agree to promise to accept, all of the risks existing in this training, including but are not limited to those risks listed above in Part 1 and Part 2 of this agreement.
2. I and my representatives understand, acknowledge and represent that my participation in this Training and in every separate part thereof is purely voluntary and I elect to participate in spite of and with full knowledge of all the risks. I acknowledge that at all times I will be free to choose to leave the training or not to engage in any part or all of the Training.
3. I and my representatives hereby authorize the Owners and Representatives to take any and all reasonable steps on behalf in the case of any physical or other injury, illness or condition I might suffer during the Training/Practice. The Owners and Representatives are hereby authorized to apply emergency first aid, ambulance services, paramedic services, or any other service or personnel that in the sole discretion and judgment of the Owners and Representatives may be deemed reasonable and necessary for my immediate care, health, and safety.
4. I and my representatives hereby voluntarily release, forever discharge the Owners and Representatives and agree to indemnify and hold the Owners and Representatives harmless with respect to any and all liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with, My participation in this Training/Practice, my use of the Owners and Representatives equipment or facilities, or the provision by the Owners and Representatives of emergency services, including but not limited to claims alleging negligent acts or omission or medical malpractice.
5. I agree and promise to indemnify and hold the Owners and Representatives harmless from all costs and liabilities, including but not limited to, attorney fees incurred by the Owners and Representatives in connection with claims for personal injury or property damage to staff, other participants (or their dogs), volunteers, spectators, or other third parties (or their dogs) which arise out of, or are in any way connected with my participation in this Training/Practice.
6. In signing this agreement, I fully recognize and acknowledge that if anyone (including myself) is hurt or property is damaged, lost or destroyed, as a result of my participation in this Training/Practice, **I may be found by a court of law to have given up any right I might have to make a claim or file a lawsuit against the Owners and Representatives.**
7. Should the Owners and Representatives or anyone acting on their behalf be required to incur attorney fees and costs in connection with any effort to enforce this agreement as a result of my participation in this training. I agree and promise to hold indemnify and hold the Owners and Representatives harmless against all such fees and costs.
8. I certify that I have sufficient health, accident and liability insurance to cover costs and expenses of any injury or damage I may suffer or cause while participating in the Training. If I have no such insurance, I agree to bear all costs of any and all such expenses liability.
9. I certify that I have no medical condition which could interfere with my safety in the Training and agree to assume and bear the costs of all risks, liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with any medical condition I have whether or not I have previously disclosed that condition to the Owners and Representatives.
10. I have had sufficient opportunity to read and understand this entire agreement. I agree to be bound by all of its terms.
11. **I further understand that I give up valuable legal rights by signing my name below.**

Signature of Participant: \_\_\_\_\_ Age if under 18: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Print Street Address: \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Is this a Home or Cell Phone (circle one)

Signature of Parent or Guardian (if under 18): \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_