

# Dog Agility/Obedience 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/handler 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.