

K9 Splash Zone

Release and Waiver of Liability

Indemnity Agreement

Participant's Name: _____

Dog's Name: _____

NOTICE: I understand that dock-diving, diving dogs, and related activities carry a risk of bodily injury, death, or property damage to the participants, the owners/guardians/or handlers of dogs, and spectators. This Release and Waiver is your acknowledgment and acceptance of such risks. This Release and Waiver is intended to shift the risk of participation in dock-diving or dog-diving event at K9 Splash Zone LLC to the participant, owner, handler, or guardian of the dog participating in the activity.

RELEASE AND WAIVER: I agree that K9 Splash Zone LLC, its employees, agents, and/or the facility hosting this event have the right to refuse to allow me or my dog to participate in the Event for any reason that K9 Splash Zone LLC, its employees or agents deem sufficient. In consideration of the acceptance of my dog's entry, the opportunity to enter the premises, to participate in the dock diving activity, for the opportunity to have my dog judged in a competition, and to be eligible to win ribbons, prizes, trophies, or other awards, I agree to **hold harmless** K9 Splash Zone LLC, the North America Diving Dogs (NADD) organization, the American Kennel Club (AKC), the Event's facility, the owner(s) and/or lessor(s) of the premises, any provider of services to this event, event sponsors, and/or any employee, agent, volunteer, representative, member officer, event staff, secretaries, superintendents, and/or judges of the aforementioned parties (hereinafter "the released parties") from and for any liability resulting from any personal injury, accident, or illness (including death), and/or property loss, including but not limited to claims for damages, loss of service, compensation, attorney's fees, expenses, causes of action, and/or compensation whatsoever, however caused, arising from, or in any way related to my and/or my dog's participation in this Event, or arising from, or in any way related to, my and/or my dog's being in, on, or about the event premises, or near the event's entrance. I voluntarily waive any and all claims of bodily injury, loss or damage to personal property, or death that may be made by me, my family, estate, heirs, or assigns which I now have or which may later arise against the released parties, except for those caused by the willful misconduct, gross negligence, or intentional torts of the released parties.

ASSUMPTION OF THE RISK: I am aware of the risks to persons and property posed by the participation in dog diving and dock diving activities. I understand that observing or being a spectator at such activities is participation in those activities. I am voluntarily participating in the activities at K9 Splash Zone LLC with knowledge of the risks involved and I accept any and all risks of personal injury, death, or property loss or damage to me and/or my dog. I release the released parties from any and all liability arising out of my direct or indirect participation in the Event however such bodily injury, death, or property damage may be caused, and whether or not the injuries may have been caused or may be alleged to have been caused by the negligence of the released parties or any of their employees, agents, or other persons. I also agree to hold the released parties harmless and waive any and all claim for loss, injury, or damage to my dog while in, on, or about the event premises, or near the event's entrance, or by otherwise participating in this event. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Ohio, and agree that if any portion of this Waiver and Release is invalid, the remainder will remain in full force and effect.

HOLD HARMLESS: I agree to indemnify, defend and hold harmless the released parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and/or liabilities for bodily injury, loss or damage to personal property, or death including, but not limited to attorney's fees and court costs, arising from, or in any way related to my participation or the participation of my dog in the Event, or arising from, or in any way related to, my and/or my dog's being in, on, or about the event premises, or near the event's entrance, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the released parties, as applicable. I personally assume all responsibility and liability for any such claim. I assume the sole responsibility for and agree to indemnify and defend the released parties from any and all losses, claims, causes of action, and expense (including legal fees) for bodily injury, damage or loss to personal property, or death at any time result

from, or sustained by any person or persons (including myself) caused or alleged to have been caused by me or my dog while in, or, or about the event premises or near the event's entrance.

PERMISSION TO USE LIKENESS/NAME: I grant, without compensation or restriction, K9 Splash Zone LLC, the event premises, and event sponsors all rights and permission to use or appropriate my likeness, my dog's name and/or likeness, my name, biography, photograph, video, voice, or other indicia of identity for broadcast, transmission, publication, or distribution in any format or media, regardless of form, for any lawful purpose. I grant, without compensation or restriction, K9 Splash Zone LLC, the event facility, event sponsors, and any affiliated companies, representatives, and/or agents, a non-exclusive, unlimited, worldwide license to use, reproduce, distribute, display and transmit the photographs, pictures, video, footage, and/or digital images of the Event, my participation therein, my likeness, my name, and/or my dog's name and/or likeness to be used, regardless of media form, for any lawful reason.

I confirm that I have received, read, understand, and agree to this Release and Waiver of Liability, and I fully understand that by signing this form I am giving up all legal rights and/or remedies which may be available to me for personal injury, death, or loss or damage to personal property arising out of, or in connection with my participation in K9 Splash Zone LLC activities, or arising from, or in any way related to, my and/or my dog's being in, on, or about the event premises, or near the event's entrance. I will abide by all rules of K9 Splash Zone LLC, the event facility's rules and regulations, and the current Official NADD Rules and Regulations.

I affirm that I am over 18 years of age, or am the parent, guardian, or legal custodian of a minor participant, and that I are legally authorized to enter the above-dog into this activity.

This the _____ day of _____, _____.

Printed Name _____ Signature _____

Address _____ State _____ Zip _____

Name of Minor Child _____