

K9 SPLASH ZONE

CANINE ACTIVITIES WAIVER AND RELEASE OF LIABILITY

Participant's Name _____

Dog's Name _____

NOTICE: Dog-related sports and related activities carry a risk of bodily injury, death, or property damage to the participants, the owners, guardians, and/or handlers of dogs, and spectators. This Waiver and Release is the Participant's acknowledgement and acceptance of such risks. This Waiver and Release of Liability is intended to shift the risk of participation in dog-related activities at K9 Splash Zone, LLC, to the Participant, owner, handler, or guardian of the dog participating in the activity.

WAIVER and RELEASE: I agree that K9 Splash Zone, LLC, its employees, agents, and/or the host facility have the right to refuse to allow me or my dog to participate in dog-related sports and related activities, hereinafter known as "Canine Activities," 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 Canine Activities, for the opportunity to have my dog judged in a competition, and/or to be eligible to win ribbons, prizes, trophies, or other awards. I agree to **hold harmless** K9 Splash Zone, LLC, North American Diving Dogs (NADD), American Kennel Club (AKC), the host facility, owner(s), lessor(s), any provider of services, sponsors, and/or any employee, agent, volunteer, representative, member, officer, staff, secretary, superintendent, and/or judge of the aforementioned parties, hereinafter "Releasees," 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 Canine 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 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 know 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 Releasees.

ASSUMPTION OF THE RISK: I am aware of the risks to persons and property posed by the participation in Canine 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 Canine Activities 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 Canine Activities premises, or near the activity entrance, or by otherwise participating in Canine Activities. 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 Releasees** 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 Canine Activities, or arising from, or in any way related to my and/or my dog's being in, on or about the Canine Activities premises, or near the entrance, except for those arising out of willful misconduct, gross negligence, or intentional torts of the Releasees, 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 Releasees 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, on, or about the event premises or near the event's entrance.

AUTHORIZATION TO USE PHOTOGRAPHS AND/OR AUDIO-VISUAL

I hereby grant, without compensation or restriction, K9 Splash Zone, LLC, any sponsors, any affiliated companies, organizations, representatives and/or agents all rights and permissions 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, event sponsors, and any affiliated companies, organizations, 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 Canine Activities, 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.

Name (printed) _____ Signature _____

I confirm that I have received, read, understand and agree to this Waiver and Release 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 Canine Activities, or arising from or in any way related to my and/or my dog's being in, on or about the K9 Splash Zone, LLC, premises, or near the entrance. I will abide by all rules of K9 Splash Zone, LLC, the host facility's rules and regulations, and the current Official NADD Rules and Regulations.

I affirm that I am over 18 years of age, and that I am legally authorized to enter the above-named dog into this activity.

Printed Name Signature Date

Address State Zip

WAIVER AND RELEASE OF LIABILITY ON BEHALF OF MINOR

I, the minor's parent and/or legal guardian, understand the nature of Canine Activities and the minor's experience and capabilities, and believe the minor to be qualified, in good health and in proper physical conditions to participate in such activity. I further certify that certifications/acknowledgements in the Paragraphs above are true and accurate. **I hereby Release, Discharge, Covenant not to Sue, and Agree to indemnify, Save, and Hold Harmless** each of the **Releasees from all liability, claims, demands, losses, or damages** on the minor's account **caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.** I will **Indemnify, Save, and Hold Harmless** each of the **Releasees** from any litigation expenses, attorney fees, loss, liability, damage or cost any may incur as the result of such claim.

Name (printed) _____ Signature _____ Date _____

Relationship to Minor _____ Address _____

Phone _____