

ARL Dog Sports
WAIVER AND RELEASE OF LIABILITY
(2023 Calendar Year)

I understand that participating in K9 Nose Work® private training, group classes, or other scent-detection events (“the Activity”), whether as a participant, a volunteer, or a spectator, holds some risk. These risks include, but are not limited to, that the behavior of dogs and other domestic animals is sometimes unpredictable, cannot be guaranteed, and can result in serious personal injury or death to participants or bystanders, or extensive property damage. In addition, I and/or my dog(s) may be exposed to challenging, treacherous, or unstable terrain and footing during the Activity.

In consideration of the risk of injury while participating in the Activity, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ann Roseberry Lincoln, ARL Dog Sports (hereinafter “the Instructor”), the property owners of any facility where classes are held, along with any and all their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively, “the Released Parties”), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Instructor.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE OR THE CONDITION OF THE ACTIVITY LOCATION(S) OR FACILITY(IES). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, INCLUDING TRAVEL TO AND FROM THE ACTIVITY OR ANY EVENTS INCIDENTAL TO THIS ACTIVITY.

I agree to indemnify and hold harmless the Instructor and the Released Parties against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Instructor incurs any of these types of expenses, I agree to reimburse the Instructor or the Released Parties.

I acknowledge that the Instructor or the Released Parties are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Instructor or Released Parties.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants and their dogs, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE INSTRUCTOR AND RELEASED PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE INSTRUCTOR OR RELEASED PARTIES FOR PERSONAL INJURY OR PROPERTY DAMAGE TO MYSELF OR ANY PERSON OR ANIMAL FOR WHOM OR FOR WHICH I HAVE OR HAD RESPONSIBILITY OR CONTROL.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Instructor or the Released Parties.

In the event that I or any person or animal for whom or for which I have or had responsibility or control who are participating in the Activity should require medical or veterinary care or treatment as a result of my participation in the Activity, travel to and from the Activity, or any events incidental to this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health and pet insurance.

In the event that any damage to equipment or facilities occurs based, in whole or in part, on willful actions, neglect or recklessness by me or by any person or animal for whom or for which I have or had responsibility or control, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I understand that while participating in the Activity, I may be videographed. I agree to allow my or my dog's photo, video, or film likeness to be used for any educational or marketing purpose by the Instructor. I agree to not post photos or videos to any social media or internet site without express consent of the Instructor and all individuals (on behalf of themselves or their dogs) captured visibly or audibly in the photo or video.

I represent and affirm that to the best of my knowledge and belief: (1) I do not have COVID-19 nor am I waiting for test results; (2) I have not been tested and found positive for COVID-19 or if I have tested positive for COVID-19, I certify that I have been released by government officials and/or health care providers to resume normal activity without limit; (3) I have not during the past 14 days experienced symptoms associated with COVID-19 including fever, coughing, or shortness of breath; and (4) I have not within the past 14 days, to the best of my knowledge and belief, been in contact with or exposed to any known carrier of COVID-19. I am representing my condition as of signing, and if, as of later events associated with the Activity, there has been any change in any of the conditions represented, I am obligated to formally notify the Instructor of the changed conditions at the time of and before participating in the Activity. I agree to follow any specific Activity guidelines, precautions, and requirements to mitigate the possibility of Activity participants or attendees contracting or spreading COVID-19. I understand the risks of contracting or being exposed to COVID-19 associated with my participation in this Activity, and I knowingly accept those risks. I agree to waive, release, and hold harmless the Instructor and Released Parties from and against any claim, liability, loss, or expense arising from or based upon a COVID-19 infection acquired by myself or any of my family members or associates as a result of or contemporaneous with attendance or participation in this Activity.

Participation in this Activity requires adherence to all host, facility, and jurisdictional guidelines and requirements relating to COVID-19. This may include testing, vaccinations, quarantines, temperature checks, and other safety measures.

I have read this document, and I am signing it freely. I understand the legal consequences of signing this document including (a) releasing the Instructor and the Released Parties from all liability, (b) waiving my right to sue the Instructor or the Released Parties, and (c) assuming all risks of participating in this Activity, including travel to and from the Activity or any events incidental to the Activity.

Name (Print)

Signature

Date

Mobile phone number

Name of dogs at event location:

1) _____

4) _____

2) _____

5) _____

3) _____

6) _____

Parental Consent:

I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the Instructor and Released Parties from all liability on my and the Participant's behalf, (b) waiving my and the Participants' right to sue the Instructor or the Released Parties, (c) and assuming all risks of Participant's participation in this Activity, including travel to and from the Activity, or any events incidental to this Activity. I allow the Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of the Participant as described in this document. I agree to be bound by the terms of this document.

Name (Print)

Signature

Date