**PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

I, the undersigned, in consideration of the services of Krewe des Chiens, its employees, agents, or representatives, (collectively “**Krewe des Chiens**”), hereby agree to release and discharge **Krewe des Chiens**, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of those risks.

All risks known and/or unknown and associated in any manner whatsoever with the services provided by **Krewe des Chiens** as a director/guide in connection with fundraiser events indoor and/or outdoor recreational activities, including, non-exclusively the use and/or misuse of animals, their equipment, or other travel to and from events, and/or the use of the premises of **Krewe des Chiens**, including, but without limitation, the risk of personal bodily injury, including death, and/or injury to property, due to the intentional and/or negligent and/or misuse of services or other travel and/or any equipment; the intentional, grossly negligent and/or negligent act of any person participating in activities sponsored by **Krewe des Chiens**; or the proper and/or improper operation or defect of any item or equipment and/or the premises.

The undersigned understands, acknowledges, and affirmatively assumes the risk of all the potential for harm, whether specifically described herein, or not, in any way associated with the undersigned’s participation in indoor and/or outdoor activities and/or mere presence at an indoor or outdoor activity sponsored by **Krewe des Chiens**.

The undersigned understands. Acknowledges, and affirmatively assumes the risk of the fact that all participants in any activities sponsored by **Krewe des Chiens** may not possess equal degrees of care, prudence, and/or skill necessary to safely carry on such activities and that **Krewe des Chiens**, its employees, agents, and/or representatives are not responsible to insure that all participants in activities are qualified sufficiently to do so.

The undersigned agrees to exercise due care and caution for his/her own safety and to properly and safely use equipment and to be aware of and avoid exposure of risk to harm from **Krewe des Chiens** and/or third parties also on the premises or participating in the travel and/or indoor or outdoor recreational activity.

1. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify **Krewe des Chiens**, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically, but not limited to the **negligent acts of omissions of Krewe des Chiens**, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSULT AGAINST Krewe des Chiens,** **OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**
3. Should it become necessary for **Krewe des Chiens**, or someone on **Krewe des Chiens’s** behalf, to incur attorney’s fees and costs to enforce this agreement, or any portion thereof, I agree to pay **Krewe des Chiens** reasonable costs and attorney’s fees thereby expended, or for which liability is incurred.
4. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.
5. In the event of unforeseen circumstances, including but not limited to, severe or dangerous rain, lighting, thunder, and/or high winds, and the parade cannot take place as scheduled (Lafayette City Police make the final call), your participation fee will be considered a donation by Krewe des Cheins to be distributed to the local area animal rescue organizations and shelters that are registered to participate to the Krewe des Chiens parade.  Krewe des Cheins will work with local law enforcement to determine the safety of the participants in the parade due to any unforeseen circumstances. Local law enforcement has the final say as to the cancellation of the Krewe des Cheins parade and Krewe des Chiens will follow local law enforcement’s recommendations.

This Liability Waiver and Release shall be governed by the laws of the State of Louisiana, and that any action, claim or proceeding under this Liability Waiver and Release shall be commenced exclusively in the courts of the Parish of Lafayette or the United States District Court for the Western District of Louisiana. This Liability Waiver and Release may not be revoked, terminated or amended verbally, but only by a written instrument signed by me and an authorized representative of Krewe des Chiens. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

**I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS LIABILITY WAIVER AND RELEASE, AND I AM AWARE THAT BY SIGNING THIS LIABILITY WAIVER AND RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIND, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST KREWE DES CHIENS, ITS MEMBERS, MANAGERS, EMPLOYEES AND AGENTS.**

My signature below indicates that I have read this entire document, understand it completely, understand that is affects my legal rights, and agree to be bound by its terms.

Signature of Participant:

Print Name:

If under 18, Signature

of Parent or Guardian:

Address:

Phone:

Date: