

# RELEASE AND WAIVER OF LIABILITY

By signing below I,

X \_\_\_\_\_  
SIGNATURE PRINT NAME CLEARLY

acknowledge that the designated activities conducted by Gina Gables and Ma & Paw Kennel Canine Training Services (hereinafter referred to as Conductors) have the potential to pose some hazard due to the nature of the RATTLESNAKE AVOIDANCE TRAINING (hereinafter, the 'Activity') being held at \_\_\_\_\_ (hereinafter 'the Property') on the date(s) of \_\_\_\_\_. Although every precaution is taken to minimize danger to dogs, snakes and humans I understand that by voluntarily taking part in this event accident, loss, damage, or injury ranging from minor to severe may result to either my dog(s) or me.

With full knowledge of possible dangers, and intending to be legally bound, I hereby agree for myself and my dog(s) and on behalf of all my family, heirs, administrators, executors and assignees to RELEASE the Property and any of its representatives, owners, residents, including but not limited to the owner of the property (hereinafter collectively referred to as "Property Owners") on which the activity is being conducted as well as the individuals conducting the training clinic from any and all liability, claims, demands or any cause of action, and NOT TO SUE OR OTHERWISE MAKE ANY CLAIMS against the Property Owners or Conductors whatsoever which may arise during my participation, along with my dog(s) in this activity taking place on the above referenced date.

I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury, or death RESULTS FROM THE NEGLIGENCE of the Property Owners or Conductors and their staff. I understand that negligence means a failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect him or herself, or others from accident, injury, or death. I understand that the contracted service provider of the Activity, who is not affiliated with the Property Owners offers professional services to the public community, but it is my responsibility to ascertain his/her credentials and certifications prior to engaging myself or my dog(s) in the Activity. I will follow the advice of and use the services of this service provider at my own risk.

I understand training takes place in natural settings. In some locations I understand dogs may encounter foxtails, burs, biting or venomous insects or reptiles. I understand Gina Gables and Ma & Paw Kennel try to choose the optimum combination of natural landscaping and safety. If I have any concerns about a specific location, I can contact the office as soon as possible or within 48 hours prior to event to find out more information. I understand I will also be given an opportunity on the date of my appointment to walk the course prior but will not be given a credit at that point if I decide not to go forward.

I agree to be solely responsible for my own safety and that of my dog(s) and to take every precaution to provide for my own safety and well being, and that of my dog(s) while participating in these Activities, including inspecting all situations, equipment and make my own assessment as to whether it is safe and free from all defects. This RELEASE AND WAIVER is given in the interest of permitting the Conductors to hold the event at the Property and to enable my fellow dog owners, the Property Owners, and myself to feel free to participate in this Activity without fear of liability. I further understand there is no insurance coverage for this Activity and that I am expected to have appropriate medical insurance in full force and effect. I understand that any claim for coverage of medical bills will be submitted to my own insurance company.

My release is given in exchange for the ability to use the Property and the services for this Activity on the signed date. Please print CLEARLY.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

E mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Dogs' names: \_\_\_\_\_

\_\_\_\_\_ I do not give my consent for Gina Gables and/or Ma & Paw Kennel to use my likeness, those of my family and/or that of my animal in photo or video format for marketing or promotional purposes. Initial here \_\_\_\_\_

IF ANY PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST SIGN BELOW

I am the legal guardian of \_\_\_\_\_ and have read the above application and RELEASE AND WAIVER. I hereby consent to the terms stated above and RELEASE AND WAIVER on behalf of named minor participant, and give my consent to the participation of the above named minor in the Activity on the Property on the terms stated.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
*PARENT OR LEGAL GUARDIAN*