

## Waiver and Indemnification Agreement

This Agreement is by and between the Owner/Handler as listed below, the Los Angeles Working K9 Club (hereinafter "Club"), agree as follows:

Owner/Handler

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Address:

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Phone/Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Dog Breed: \_\_\_\_\_

Dog Name: \_\_\_\_\_

Dog Weight: \_\_\_\_\_

Dog Age: \_\_\_\_\_

Dog Gender: Female/Male

Altered?

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By signing below, I (a) have read, understand and agree to fully comply with the below terms and conditions and the Field's policies, rules & regulations; (b) have been advised to and have had the opportunity to consult a lawyer about this agreement or have knowingly and voluntarily waived such right; (c) acknowledge that I am voluntarily giving up substantial legal rights by signing below, including the right to sue the K9 Training Field and its parents, subsidiaries, affiliates, any sponsors, advertisers, and owners and lessors, and their respective directors, officers, shareholders, administrators, employees, agents, contractors, volunteers, insurers, representatives, heirs, successors and assigns, and each and every person acting by, through, under or in concert with any of the foregoing (collectively, the "releasees"); and (c) acknowledge that I am signing this agreement freely and voluntarily and without inducement, assurance or guarantee being made to me, and intend that this agreement be a complete and unconditional release of all liability to the greatest extent allowed by law.

**ACCEPTED AND AGREED TO THE ABOVE AND THE BELOW TERMS AND CONDITIONS:**

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Signature of Owner/Handler

Date

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## Terms and Conditions

For good and valuable consideration, including, without limitation, the intangible value I will gain by participating in the Training, the sufficiency and receipt of which I irrevocably acknowledge, I, on behalf of myself and my dog attending Training (“Dog”) hereby agree, represent and warrant as follows:

1. **Representations and Warranties.** I represent and warrant that: I am over eighteen (18) years of age; (b) my Dog’s will be kept in a secure crate; (c) my Dog has a current license and is wearing current tags; (d) my Dog is healthy, free from parasites and any disease(s) or condition(s) which would make my Dog a danger or threat in any way to any participant, spectator, or other individual or animal; (e) my Dog is current with all vaccinations including, without limitation, rabies, distemper (also known as DHLPP – Distemper, Hepatitis, Leptospirosis, Para influenza, Parvovirus vaccine), and Bordetella (kennel cough); (f) my Dog is not aggressive, has not, at any time, harmed or shown aggression or threatening behavior toward any person or animal, including, without limitation, as a result of being in large crowds, high foot traffic areas, close quarters with humans and/or other animals, or stimulating, nosy environments; (g) I will report any and all injuries to myself, my Dog, third parties and/or other dog(s) immediately to Training management; (h) at all times while attending the Training I am solely responsible for the total care of my Dog, which shall include, but is not limited to, feeding, watering, potty breaks for my Dog, and cleaning up any messes made by my Dog; (i) I will keep my Dog on a nonretractable leash (6’ or less) at all times while attending the Training; and (k) potty my dog in the designated potty area prior to coming onto the Field.
2. **Acknowledgement and Assumption of the Risk.** I acknowledge and agree that (i) I am bringing my Dog to the training for my personal enjoyment; (ii) the purpose of training is commonly for protection and obedience; (iii) my Dog will be training with Gomez, and I understand that the nature of the sport may result in an injury to my dog; (iv) Field reserves the right to refuse or revoke attendance to any person and/or dog(s); (v) if requested by Field, I agree to provide to Field veterinarian records showing that my Dog is up-to-date on all vaccinations, including those listed in Section 1(e) above; (vi) I understand that any payments made to Gomez are final and that I will not be entitled to any refund of any kind; (vii) there may be other risks not known to me or not readily foreseeable at this time in connection with my participation in the Training with my Dog; and (viii) any injuries I and/or my Dog may sustain may be compounded by negligent emergency response or rescue operations provided by Field, the Training coordinator, or others, including the property owner and its tenants/leasee. My choice to participate in the Training is knowing and voluntary. I have considered and fully accept the risks involved in the my participation in the Training with my Dog including, without limitation, serious bodily injury, including permanent disability, paralysis, death, and/or severe personal and economic losses, and fully and voluntarily assume liability for losses, costs, and damages I and/or my Dog may incur as a result of my participation in the Training.
3. **Release.** I, on behalf of myself, my heirs, executor, or anyone entitled to act on my behalf, hereby fully and forever release and discharge hereby release and discharge Field and/or the Releasees from all injuries (including death), liability, claims, demands, losses, or damages including, without limitation, reasonable attorneys’ fees and costs) of any kind, of or to me, my Dog, my or others’ property, or any other person or animal, directly or indirectly arising out of or in connection with my participation in the Training, including, without limitation, if caused in whole or in part by Field, any of the Releasees, a third party, and/or other dog(s), including, without limitation, negligent emergency care and/or rescue operations (collectively, the “Released Claims”).
4. **Release of Unknown Claims.** With respect to all claims released herein, I agree that, notwithstanding section 1542 of the California Civil Code, the releases set forth herein shall constitute full releases in accordance with their terms. I knowingly, intelligently and voluntarily waive and relinquish, to the maximum extent permitted by law, any and all rights and benefits I have or may have under section 1542 of the California Civil Code (and every like provision in any foreign jurisdiction), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I acknowledge the significance and consequences of the releases contained herein and of the specific waiver of Section 1542 and every like provision in any foreign jurisdiction. I am waiving all such rights and benefits, including those of Section 1542 as well as under any other statute or common law principle of similar effect.

5. **Consent to Medical Treatment; Medical Expenses.** If Field deems medical care is important to my health and/or the health of my Dog and/or requires immediate action during the Training, I hereby consent to receive medical treatment and/or transportation of myself and/or my Dog to the closest available medical or veterinary facility, respectively, and treatment at such facility. I hereby grant permission to Field, its owners, employees, agents or otherwise to take any and all necessary action to ensure the wellbeing of myself and my Dog while attending the Training. I understand that I am solely financially

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responsible for all costs related to any such medical treatment, medical transportation and/or evacuation received by myself and/or my Dog.

6. **Covenant Not to Sue.** I, on behalf of myself, my heirs, executor, or anyone entitled to act on my behalf, agree never to commence, prosecute, or cause to be commenced or prosecuted any claim, lawsuit, court action or other legal proceeding or demand against Field and/or any of the Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have in connection with the Released Claims, and I waive any right I may have to do so. This means that neither I nor my heirs, executor, or anyone entitled to act on my behalf can sue to hold Field and/or any of the Releasees responsible for any of the Released Claims, even if it is due to the negligence, act, omission or other fault of Field and/or any of the Releasees. I also waive my insurers' right to make a claim against Field and/or any of the Releasees or their respective insurance companies based on payments by insurers to me or on behalf of me and/or my Dog for any reason. This means my insurers have no rights of subrogation against Field and/or any of the Releasees, or their respective insurance companies.
7. **Indemnity.** I agree to defend, indemnify, hold harmless and reimburse Field and each of the Releasees from and against any and all damages, losses, costs, judgments, settlements, awards or expenses of whatever kind (including reasonable attorneys' fees and costs) arising from any claim, action, or demand related to (a) the Released Claims; (b) a breach by me of my representations and/or warranties in this Agreement; (c) any and all acts or behavior of my Dog including, without limitation, bites, aggressive behavior, damage to other animals, people or property; and/or (d) my failure to inform Field of any pre-existing condition my Dog may have, whether physical, social or psychological.
8. **Grant of Rights.** I hereby consent to the recording, filming, and/or photography of me and/or my Dog while participating in the Training and grant Field and its licensees, designees, successors and assigns the worldwide right, in perpetuity to use and publish my name and likeness, voice, and/or photograph, singularly or as part of composite or reproductions in connection with my participation in the Training, in any medium now known or in the future devised including broadcast, telecast, motion picture, video or sound recording, for any purpose (whether commercial or otherwise), including advertising and promotion, without further compensation or permission.
9. **Governing Law; Jurisdiction.** All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in San Bernardino County, California and I hereby consent to the exclusive jurisdiction of such courts
10. **General.** This Agreement constitutes the sole and entire agreement between Field and me with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any portion of this Agreement is held to be invalid, unenforceable or illegal by a court of competent jurisdiction or any other competent governing authority, then such provision(s) shall be deemed severed from this Agreement, the remainder if this Agreement shall continue in full legal force and effect. The terms of this Agreement shall continue in perpetuity from the date this Agreement is executed by me. This Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, executor, next of kin, insurers, successors and assigns, without limitation. No failure or neglect of Field or the Releasees to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege.