



ACTIVITY WAIVER AND RELEASE

This activity waiver and release (this “Agreement”) dated March 7th, 2021 is between **YOUR NAME** (the “Releasor”, also referred to as the Participant’s Owner) and 4PAWSHFX/Oliver Neumann (the “Releasee”, also referred to as the Activity Provider).

The Participant of the Activity (defined below) **YOUR DOG’S NAME**, is owned by the Releasor. The Releasor has the authority to execute this Agreement.

The Releasor and the Releasee (collectively,, the “Parties”) agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the Activity (defined below) the Participant’s Owner (Releasor) releases and forever discharges the Activity Provider (Releasee), the Activity Provider’s spouse, heirs, executors, administrators, legal representatives assigns from all manner of action, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to the Participant or property, including without limitation injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant’s participation in the Activity, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor has been informed and understands that the Participant would not be permitted to participate in the Activity unless Releasor signed this Agreement.

Details of Activity

3. The Participant will participate in the following activity: wilderness pack-walks in remote and/or non-populated areas surrounding Halifax Regional Municipality, including but not limited to areas populated by forest, wild life (ie porcupine, bobcat, lynx, coyote, racoon etc), brush, or bodies of water, at times, when deemed appropriate by the Activity Provider, off-leash (the “Activity”).

Concurrent Release

4. The Releasor acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Releasor and/or the Participant and with the intention of binding the Releasor’s spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to participate

5. The Releasor acknowledges that the Participant does not have any physical limitations, medical ailments, physical or behavioural disabilities that would limit or prevent the

Participant from participating in the above Activity. The Releasor acknowledges that the Participant has been spayed/neutered and that the Participant's vaccinations are all up to date.

Full and Final Settlement

6. The Releasor hereby acknowledges and agrees that the Releasor has carefully read this Agreement, that the Releasor fully understands the same, and that the Releasor is freely and voluntarily executing the same.

7. The Releasor understands that by signing this Agreement, the Releasor agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above Activity.

8. The Releasor has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the Province of Nova Scotia and the federal law of Canada applicable herein. The Releasor hereby authorizes the Activity Provider to act as an authorized representative of the Participant in the event the Participant requires emergency veterinary care, in the reasonable opinion of the Activity Provider, and to provide consent for and make decisions regarding the emergency care for the Participant. (collectively, the "Consent and Authorization")

11. The Releasor hereby releases any Veterinary Service Provider(s) and institutions(s) relying on the Consent and Authorization contained herein from any and all liability for any action taken pursuant to the Consent and Authorization and hold them harmless for their reliance on any instructions of the Activity Provider acting as the authorized representative of the Participant.

IN WITNESS WHEREOF the Participant and Activity Provider have duly affixed their signatures on this **XXX** day of **XXX,XXXX**.

4PAWSHFX/Oliver Neumann

Participant/Owner of dog

Emergency Contact & Veterinarian Contact

Type of Dog:

Age of Dog:

Emergency Contact Owner:

Microchip No (if available):

Emergency Contact Veterinarian:

4PAWSHFX Recovery GPS ID (If owned by you):