

**OAKLAND DOG TRAINING CLUB**  
**MEMBER AND PARTICIPANT**  
**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

By registering for training classes provided by Oakland Dog Training Club, Inc., a California nonprofit public benefit corporation ("ODTC") and signing this Waiver, Release, and Indemnification Agreement ("Agreement") below, you acknowledge that you are voluntarily participating in ODTC-sponsored dog training classes and/or ODTC sponsored events such as but not limited to member matches and obedience and rally trials, tracking tests, scent work, and/or use the ODTC training hall (collectively, the "ODTC Events"). By registering for ODTC Events and signing this Agreement, you represent that you are the owner or guardian of the dog(s) so registered, or otherwise have authority to enroll any dog under your care in ODTC Events ("Participating Dog(s)"), and that you are familiar with the temperament and behavior of the Participating Dog(s). This Agreement is intended to shift the risk to you of you and said dog(s) participating in ODTC Events, which for purposes of this Agreement includes any related services, education, courses, webinars, memberships, and online communities, as well as implementation of any dog-related activities. By signing below, you accept these terms and conditions and assume the risk to yourself, the Participating Dog(s), and others who might come into contact with the Participating Dog(s) during the course of ODTC Events, or when taking actions with said dog(s) based on advice or educational materials you received in the course of ODTC Events, including without limitation the risks of bodily injury (to you or the Participating Dog(s)), death, or property damage while you or the Participating Dog(s) are participating in ODTC Events in any location, including but not limited to the ODTC training hall, your own home, or in a public space.

You understand and acknowledge that there are inherent risks and hazards involved in activities with and around dogs, and you are voluntarily participating in these activities with knowledge of these potential dangers. You further acknowledge that dogs are unpredictable animals with their own will and drives, and therefore, regardless of training, handling, or environmental circumstance, ODTC cannot protect against every potential injury, risk or accident to you, the Participating Dog(s), members of the public, or other persons participating in the ODTC Event(s) or in the area where the training is taking place. These may include dog attacks, dog bites and the responsive actions and complications that arise from them, and you understand and acknowledge that such risks are inherent and cannot be eliminated. You are not relying on ODTC or its trainers to prevent such occurrences. You accept and voluntarily incur all risks which arise during or result from your participation in any ODTC Events, regardless of whether or not caused in whole or in part by the negligence or other fault of ODTC, and/or its trainers, affiliates, employees, members, managers, officers, directors, contractors, agents, sponsors, organizers, or insurers (collectively, "ODTC Parties").

You agree that you are and will be responsible for your conduct and the conduct of the Participating Dog(s) and others accompanying you (including any minor children) at all times. You represent that you do not have any medical, physical, or psychological conditions that would prevent you from controlling or restraining the Participating Dog(s) during the course of ODTC Events. You recognize that the role you play in the Participating dog(s)' learning process is integral to achieving desired results. You acknowledge and agree that there is no guaranty that the Participating Dog(s) will achieve the desired level of training, despite the best efforts of ODTC. You further understand that the recommendation for training or other services by ODTC or its trainers is not a guaranty of satisfaction

with that product or service.

You further understand the hazards of the coronavirus ("COVID-19") or other infectious/communicable diseases. You acknowledge that ODTC cannot guarantee that members, participants, and their dogs in ODTC Events will not become exposed to or infected with infectious diseases, including but not limited to COVID-19. You agree to abide by any rules and best practices implemented by ODTC from time to time and acknowledge that failure to comply with such rules and best practices may, at the discretion of ODTC, result in your being prohibited from participating in ODTC Events.

You agree to indemnify, defend, and hold ODTC Parties harmless from any and all claims of injury, loss, cost, expenses, or damage to persons, dogs, or property caused by the acts or omissions of you, the Participating Dog(s), and any other persons accompanying you, including any minor children, during the course of ODTC Events. This provision applies whether the claims are made by you, members of your family, your accompanying guests, ODTC Parties, or third parties. You further agree to indemnify, defend and hold the ODTC Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the ODTC Parties as a result of any Claims or suits that you (or anyone claiming by, under or through you) may bring against any of the ODTC Parties in connection with your participation in the ODTC Events, regardless of whether or not caused in whole or part by the negligence or other fault of any of the ODTC Parties.

To the maximum extent of the law, you hereby waive all claims against any of the ODTC Parties for any liability, claims, causes of action, damages, costs, and expenses, including, but not limited to, personal injury, illness, property damage, wrongful death, or injury to the Participating Dog(s) (collectively "Claims") arising out of your participation in the ODTC Events, whether based in negligence, contract, strict liability or other bases, whether such Claims are known or unknown to you at the time you sign this Agreement, and whether caused in whole or in part by the negligent acts or omissions of any ODTC Parties, which arise during or result from your participation in the ODTC Events. You hereby waive your right to assert any and all such Claims, including but not limited to any right to sue any of the ODTC Parties and hereby release and forever discharge the ODTC Parties from all such Claims. This waiver and release will be governed in accordance with the laws of California.

You hereby expressly waive and relinquish any and all rights and benefits to which you may be afforded by Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party."

You expressly agree that the foregoing assumption of risk, release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, you agree that the remaining provisions will continue in full force and effect. Although you may be asked to execute a new Waiver, Release, and Indemnification Agreement each time you register for ODTC Events, this Agreement is intended to apply to all ODTC Events in which you participate, now and in the future.

By signing below, you also give ODTC permission to publish in print, electronic, or video format the likeness or image of you and/or the Participating Dog(s) recorded during ODTC Events, including

without limitation on ODTC's website and social media. You release all claims against ODTC with respect to privacy rights, publicity rights, copyright ownership and publication, including without limitation any claim for compensation related to use of the materials.

**YOU HAVE CAREFULLY READ AND REVIEWED THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT. YOU UNDERSTAND THAT BY EXECUTING THIS AGREEMENT YOU ARE GIVING UP VALUABLE LEGAL RIGHTS AND YOU EXECUTE IT VOLUNTARILY.** YOU CERTIFY THAT YOU ARE OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN YOUR OWN NAME, AND THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

Printed Name:

Signature:

Date:

Address:

Email:

Phone:

Minor Printed Name (if applicable):

**If a minor, a parent or legal guardian must sign**