

RELEASE AND IDEMUNITY

WHEREAS, in consideration for the right to use and enter onto the Southside Dog Agility and Training Center LLC facilities located on any portion of the property known as 4098 Whiskey Road, Aiken, South Carolina (the "Property"), the undersigned hereby agrees as follows: (Please initial each item listed below)

- 1. I (we) agree to hold Southside Dog Agility and Training Center LLC and Laura Janecek (Janecek), contractors, members, and/or volunteers harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians, and/or their animals while in or upon the Property.
2. I (we) further agree to hold Southside Dog Agility and Training Center LLC and Janecek harmless from any claim for loss to our animal(s) by disappearance, theft, death, or otherwise and from any claim for damage or injury to our animal(s), whether such loss, disappearance, theft, damage, or injury, be caused or alleged to be caused by the negligence of Southside Dog Agility and Training Center LLC, Janecek, or by the negligence of any other person, or any other cause or causes.
3. I (we) hereby assume the sole responsibility for and agree to indemnify, defend, and save Southside Dog Agility and Training Center LLC and Janecek harmless from any and all loss and expenses (including legal and expert witness fees actually incurred) by reason of the liability imposed upon any of the aforementioned parties due to bodily injuries, including myself (ourselves), or on account of damage to property, arising out of or in consequence of my (our) entry onto or use of the Property or the entry onto the Property of an animal belonging to me or under my control, howsoever such injuries, death or damage to property or persons may be caused, and whether or not the same may have been caused by or alleged to have been caused by the negligence of Southside Dog Agility and Training Center LLC and/or Janecek, their agents or any other persons.
4. I (we) expressly assume all risks for myself, my guardians, my children, my animals, and my vehicles while such entities are on the Property.
5. I (we) shall indemnify, defend and save harmless Southside Dog Agility and Training Center LLC and Janecek from any liability under South Carolina Code Annotated Sec. 47-3-110 et seq. for any bite or attack that any animal belonging to me or under my control inflicts on me or any third party.
6. I (we) understand that I (we) am/are waiving the right to bring a lawsuit or make any other claim against Southside Dog Agility and Training Center LLC and Janecek, contractors, members, and/or volunteers, and I/we further understand that this release and indemnity will be presented as a complete defense against me/us if I (we) do bring any lawsuit or claim against Southside Dog Agility and Training Center LLC Workshop and/or Janecek, contractors, members, and/or volunteers. This release and indemnity shall be binding upon my (our) heirs, executors, administrations, representatives, and assigns.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

printed name

date

Signature

witness