

NORTH AMERICAN CANICROSS, LLC WAIVER AND RELEASE AGREEMENT

For and in consideration of being allowed to participate with North American CaniCross, LLC's ("NACC") Titling Program, competitions, sponsored races, sanctioned races, group runs, training programs, or any such NACC related events or activities (any of which may be virtual or live and all of which are individually and collectively referred to herein as the "Event"), I, the undersigned, hereby attest that I have read and understand the information, terms, and conditions found or referenced herein, that my representations are true and accurate, and that I shall be legally bound to my warranties (guarantees), and covenants (agreements/promises). I understand that any misrepresentations, breaches of warranties, or breaches of covenants by me shall not discharge me from any obligations, waivers, or releases, made herein but may subject me to liability, damages, and being barred from future Events.

1. **AGE, AUTHORITY TO REGISTER, AND OWNERSHIP.** I hereby represent that I am over the age of 18 and have full legal authority to complete and execute this Waiver and Release Agreement (the "Agreement") and to be legally bound to the same. I understand that this Agreement shall be binding, from this day forth, on each and every Event to which I register, participate, or for which I am present. I understand that should I sign any additional waiver and release agreements whether for additional Participating Dogs, for specific Events, or general NACC updated agreements, all such agreements shall be binding; in the event there is conflicting language in any such agreements, such language will be construed with the broadest meaning that complies with my intent to assume the risks associated with participation and release and indemnify NACC from liability and claims. Further, I represent that I have full legal authority to participate in any Event covered by this Agreement and that I am the actual legal owner of, or have signed-written authority granted by the legal owner over, the dog I am registering to participate in the Event ("Participating Dog").
2. **PHYSICAL CONDITION AND FITNESS.**
 - a. **Myself.** I hereby represent that I am in good health and both mentally and physically fit for participation in the Event. I understand that I should consult with my physician before engaging in the Event or any activity which exerts stress or strain on my mind or my body and represent that I have either so consulted with my physician or, herein being fully apprised of the risks, knowingly choose not to consult with a physician.
 - b. **Participating Dog.** I hereby represent the Participating Dog is in good health and physically fit. I understand that I should consult with the Participating Dog's veterinarian before engaging in the Event or activity which exerts stress or strain on the dog and represent that I have either so consulted with the Participating Dog's veterinarian or knowingly, herein being fully apprised of the risks, choose not to consult with a veterinarian. I understand that I should discuss the Event I wish to participate in with the Participating Dog's veterinarian and discuss the presence of other people, dogs, and stimulus which may impact the Participating Dog's mental state and behavior and represent that I have either so consulted with a veterinarian or, herein being fully apprised of the risks, knowingly choose not to consult with a veterinarian.
3. **ASSUMPTION OF THE RISK.** I represent that I understand that the Event is potentially dangerous to myself, my dog, and my property and assume all of the following risks and dangers to my health, my Participating Dog, my property, and economic loss which may be associated in any way with the Event. I understand the Event involves physical activity for both myself and my Participating Dog and such Event activities including but not limited to running, hiking, trail running, running with a dog, running while tethered to a dog, and running around or over obstacles could create physical and mental stress, strain, or both on me and my Participating Dog. I understand the Event may take place (1) at a specific location either sponsored, coordinated, or recommended by NACC which could be on private property, public property, or both and that the location itself may be potentially dangerous or the dangers may be increased by the presence of other participants, participating dogs, or people, animals, obstacles, vehicles, or machinery which may or may not be involved in the Event, or (2) virtually at the location of my choosing in which case I have more control over the potential dangers of the location. I understand that the Event involves other people, participants, dogs, and other participating dogs which may at times be extremely close to me and my Participating Dog. I understand that the number and type of risks associated with the Event may be increased or exacerbated as a result of the negligent acts or omissions of myself or others or from the condition of any property, facilities, or equipment used. I represent that

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after having the time to fully consider them all of the above mentioned risk as well as those which may be related but not herein specifically listed, I covenant that I freely and voluntarily assume the risks of serious personal injury and illness, including but not limited to trips and falls; cuts; gashes; lacerations; impalement; sprains; strains; fractures; broken bones; over-use injuries; herniated discs; general disc injuries; heat and cold injuries; animal bites and stings; exposure to or contact with allergens, viruses, poisonous substances, and poisonous plants; falls from significant heights; drowning; asthma attacks; heart attacks; and injuries involving vehicles; as well as the potential for permanent disability, dismemberment, and death.

4. **WAIVER OF LIABILITY/INDEMNIFICATION.** I hereby unconditionally, irrevocably, fully and forever covenant to indemnify, defend, save, and hold harmless NACC, its principals, assigns, successors, agents, owners, etc. against any lost, cost, or damage of any kind (including reasonable attorneys' fees) for any action by a third party due to or arising from my breach of this Agreement or for any Event related negligence, willful misconduct, or action by me, my Participating Dog, or any other animal or dog, of which I am in possession or control.
5. **WAIVER AND COVENANT NOT TO SUE.** I, for an on behalf of myself, future spouses (including common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, estates, or any and all other persons who could claim through them hereby forever waive, release, discharge, give up any and all claims, demands, liability, damages, costs and expenses of any kind and covenant not to sue or bring any action in law, or in equity, against NACC, its principals, assigns, successors, agents, owners, etc. with respect to any and all injury or claim, including personal injuries, damages to property, economic loss, or wrongful death in connection with my participation with the Event. I fully understand I am forever giving up, in advance, any right to sue or make any claim against the NACC I am releasing if I suffer such injuries and damages even though I do not know what or how extensive those injuries and damages might be and am voluntarily assuming the risk of such injuries and damages.
6. **NACC RULES AND POLICIES.** I hereby represent and covenant that I have read the NACC Handbook and will keep apprised of any and all changes to the rules which may affect me or my Participating Dog's ability to participate in an Event.
7. **PHOTO, VIDEO, SOCIAL MEDIA RELEASE AND PUBLICATION.** I represent that I understand and covenant that I consent that by taking part in the Event, photographs and videos (with and without audio) may be taken of me and my Participating Dog. I hereby covenant that I irrevocably grant unlimited permission to NACC, its principals, assigns, agents, owners, or authorized individuals to use, reproduce, sell, and distribute any photography, audio recording, and video recording which was taken by NACC, its principals, assigns, agents, owners, or authorized individuals for news, webcasts, podcasts, telecasts, advertising, promotional purposes, inclusion on websites and social media, or any other purpose. I hereby covenant that I waive all rights I may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. Such permission shall include granting the unlimited and irrevocable right to NACC, its principals, assigns, agents, owners, or authorized individuals, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, the call name and registered name of my Participating Dog, as well as biographical information about me and my Participating Dog without compensation of any kind to me. I covenant that NACC, its principals, assigns, agents, owners, or authorized individuals shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and my Participating Dog and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs, in any print materials, and in any electronic format including any and all social media platforms now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue NACC, its principals, assigns, agents, owners, or authorized individuals from any liability connected with the taking, recording, digitizing, publication, or use of photographs, videos, sound recordings,

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interviews, or computer images. I also waive any right to inspect or approve any photo, video, or audio recording in which I have hereby granted permission of its use.

8. **ARBITRATION.** I hereby covenant that any claim or dispute relating to the Agreement, my participation in an Event, or actions or inactions which are covered by this Agreement shall be settled exclusively by binding arbitration in the State of Georgia or another location mutually agreeable to the parties. Such arbitration shall be conducted by the American Arbitration Association in accordance with its commercial rules. An award of arbitration may be confirmed in a court of competent jurisdiction.
9. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws and exclusive jurisdiction of the State of Georgia.
10. **SEVERABILITY.** If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the unenforceable provision or any portion thereof shall be severable and the remainder of the entire agreement shall remain in effect.
11. **HEADINGS.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
12. **ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed to by the undersigned and NACC with respect to its subject matter. There are no terms, conditions, promises, warranties, or covenants other than those expressly set forth in this Agreement.

By signing below, I hereby represent that the information I have provided is true, that I have taken the time necessary to fully understand all of the information herein, and agree to be legally bound to this Agreement.

Full Printed Legal Name

Signature

Date

Initials