

YELLOW DOG RELEASE AND WAIVER OF LIABILITY FORM

THIS RELEASE AND WAIVER OF LIABILITY FORM (this “**Waiver**”) is executed by the individual named below (“**Participant**” or “**I**” or “**my**”). The Participant desires to enlist the evacuation services (“**Services**”) of The Yellow Dog Brand Livestock Evacuation, a Washington nonprofit organization (“**Yellow Dog**”). In consideration for enlisting Yellow Dog’s Services, and in recognition of Yellow Dog’s reliance hereon, I agree to all the terms and conditions set for in this Agreement.

1. Assumption of Risk. I am aware of and understand the risks and hazards connected with fire evacuation, livestock transportation, storage, and housing, and I am fully aware that there may be risks and hazards unknown to me connected with the Services. I hereby acknowledge that I voluntarily elect to engage Yellow Dog’s Services. Other risks associated with the Services, include, but are not limited to: injury; damage; risk of exposure to infectious diseases, viruses, bacteria, or illnesses or the causes thereof; and the risk that my livestock and myself may be exposed to or contract such diseases by engaging in the Services; and such risks may result in a serious illness, medical complications, personal injury, disability and/or death of myself or my livestock due to, but not limited to, livestock evacuation and transportation, handling and storage of livestock, interacting with other animals and livestock, mixing of my livestock with livestock of others engaging Yellow Dog’s Services, and any and all dangers and risks associated with animal evacuation, transportation, and storage.

I acknowledge that these risks may result from or be compounded by actions, omissions, or negligence of Yellow Dog employees or others. I understand that Yellow Dog has implemented reasonable measures to reduce the risk of injury from the Services, however, Yellow Dog cannot guarantee that I or my livestock will not be injured or become infected with such diseases.

2. **Notwithstanding these risks, I acknowledge that I am voluntarily participating in the Services with knowledge of the dangers involved. I hereby agree to accept and assume all risks of injury, illness, disability, death, and/or property damage to me or my livestock, arising from my engaging in the Services. I understand that this Waiver discharges Yellow Dog from any liability or claim that I may have against them with respect to the aforementioned.**
3. Yellow Dog Policies. I shall comply with all rules, policies, practices, protocols, guidelines, and procedures that may be shared, posted, or provided by Yellow Dog or its affiliates, board members, employees, contractors, or agents, including all policies of the Centers for Disease Control and Prevention, Department of Natural Resources, Bureau of Land Management, or other government agency, and all laws and policies of all applicable federal, state, and local authorities, as amended at all times. Yellow Dog and its designees have the right to refuse service to anyone who Yellow Dog or such designees determine, in its sole discretion, poses a risk to the health or safety of others or whose conduct violates these terms.
4. **Release and Waiver. I agree that, on behalf of myself and my personal representatives, heirs, spouse, partners, guardians, executors, administrators, successors, assigns and next of kin hereby waive, release, discharge, hold harmless and agree not to sue Yellow Dog and its affiliates or representatives with respect to any claim, liability, or demand of whatever kind or nature, either in law or in equity (including, without limitation, for personal injuries or wrongful death) that may arise in connection with, or relate in any way to, participating in the Services, exposure to or contraction of diseases during participation in any Services and/or any related activities arranged, promoted, organized, or sponsored by Yellow Dog, its affiliates or representatives, including, without limitation, those claims that arise as a result of: (i) the negligence of any of the representatives, and/or (ii) the inherent risks associated with Yellow Dog’s Services.**
5. Indemnification. I shall defend, indemnify, and hold harmless Yellow Dog, its’ affiliates or representatives against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against Yellow Dog in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Services, including any claim related to my own negligence or the ordinary negligence of Yellow Dog.
6. Severability. This Agreement is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL RIGHTS.

Printed Name _____

Signature _____

Date _____