

**24k Retrievers/24k Diving Dogs
Agreement to Hold Harmless
Waiver and Assumption of Risk**

I understand that attendance at a dog training class, workshop, clinic, trial, private lesson, rental, or any dog event or function entails a certain amount of risk to me, members of my family, guests who may attend, and my dog. I also understand that a dog to which we may be exposed may be difficult to control and could be a cause of injury, even when handled with a great amount of care. Therefore, I hereby waive and release 24k Retrievers/24k Diving Dogs (from now on referred to as "24k"), it's employees, managers and agents, from any liability of any nature, for any injury or damage that my dog or I may suffer as a result of attending and 24k class, workshop, clinic, trial, rental, private lesson, or function (including specifically, but without limitation: **any injury** including damage that results from the action of a dog other than my own dog). I expressly assume the risk of such damage or injury while attending any training sessions or any other 24k function, or while on the training grounds or the immediately surrounding area.

Release of Liability – Assumption of Risk. Participating in dock jumping naturally involves the risk of injury to you and your pet, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by North American Diving Dogs ("NADD"), you understand and voluntarily accept this risk and agree that NADD, the host facility, the American Kennel Club ("AKC") and their respective officers, directors, employees, volunteers, agents, parents, affiliates, subsidiaries, licensees and assigns and independent contractors (collectively "Releasees") are hereby released from liability for any and all claims, including but not limited to any activities related to your participation in or attendance at the event. Furthermore, you agree that the Releasees will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of the Releasees or anyone acting on the Releasees' behalf, or anyone using the Releasees' equipment or services, whether related to dock diving or not. Further, you understand and acknowledge that the Releasees does not manufacture the equipment used for its events, but purchase and/or lease the equipment. You understand and acknowledge that the Releasees are providing recreational services and will not be held liable for defective products. If there is any claim by anyone based on any injury, loss or damage described here, which involves you or your guest, you agree to (1) defend the Releasees against such claims and pay the Releasees for all expenses relating to the claim. (2) Indemnify the Releasees for all liabilities to you, your spouse, your guests, or anyone else, resulting from such claims.

Release of Likeness/Publicity. I permit, grant and authorize NADD, the host facility, the AKC, Eukanuba and their respective officers, directors, employees, volunteers, agents, independent contractors, parents, affiliates, subsidiaries, sponsors, licensees and assigns (collectively "Releasees") the absolute and irrevocable right and permission to photograph, film, videotape, record, create, obtain and/or portray me, my photographs, my property including but not limited to my dogs, my voice or quotes/excerpts of my written or verbally expressed words, my artwork or a photograph of my artwork, my name, alias, or biographical information, a video and/or audio recording or other likeness of myself (collectively, the "Material") and to use the results and proceeds thereof as follows: (a) to copyright the Material in any name (the Material shall be considered a "work made for hire"); (b) to use, incorporate, broadcast, distribute, re-use, publish, re-publish, alter and/or edit the Material in whole or in part, for any purpose and in any manner whatsoever as Releasees so chooses in any and all media, now known or hereafter devised, in any and all versions, throughout the universe and in perpetuity, as well as for a documentary film, promotion, merchandising, publicity and advertising. I understand that all rights in and to the Material, including the negatives, outtakes, sounds and the images contained therein, shall be the Releasees sole and absolute property and release and assign all such rights to the Releasees.

Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, with jurisdiction and exclusive venue of the courts located in Cairo, GA.

Integration. This Agreement constitutes and contains the entire agreement and understanding concerning the subject matter between the parties, sets forth all inducements made by any party to any other party with respect to any of the subject matter, and supersedes and replaces all prior and contemporaneous negotiations, proposed agreements or agreements, whether written or oral. Each of the parties acknowledges to the other that neither party has made or relied on any promise or representation, express or implied, written or oral, not contained herein to induce it to execute this Agreement.

Unless crated, dogs must be leashed at all times except when on the dock or working with an instructor in a fenced controlled area. Leashes cannot exceed 6' in length. Retractable leashes are absolutely prohibited. Prong collars are allowed but must be removed before entering the dock. Please keep a safe distance between you and your dog and other participants and their dogs. If you have a reactive dog and choose to participate in any Dock Diving activities here at 24k you will be responsible for keeping your dog under your control at ALL times. Feel free to use a basket muzzle if you like. Keep ample space from all other dogs. IF your dog lunges or causes any reactive incident you will be invited to leave and forfeit any or all monies due to 24k. We want all dogs to enjoy events here at 24k. However, we must keep the events safe for everyone and every dog. If you have a reactive dog take measures to keep your dog out of any incidents so that it can enjoy the sport as well. **Anyone who pushes or throws their dog into the pool or in any other way abuses their dog will be excluded from further participation and will forfeit any splash or fees.**

By signing below, you acknowledge and agree that you have read the foregoing, been provided an opportunity to consult with an attorney and know of the nature of the activities of the Releasees and you agree to all the terms of this agreement. I hereby agree to indemnify and hold 24k, its employees, managers and agents harmless from any and all claims by any member of any family, or any other persons accompanying me to any 24k function, or while on the grounds or the surrounding area thereto as a result of any action by any dog, including my own.

Signed:

Print Name:

Dog/Dogs Name:

Date:

WAIVER/RELEASE BINDING FOR ONE YEAR FROM DATE OF SIGNATURE