

MAINELY AGILITY, LLC.

WAIVER AND RELEASE OF LIABILITY

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. This is a release of liability waiver of certain legal rights. If you have any questions please ask us or consult an attorney.

In consideration for my being permitted to participate in the activities of dog training and dog sports at Mainely Agility, LLC, I agree to the following Waiver and Release:

I acknowledge that these activities have inherent risks, hazards and dangers that cannot be eliminated. I understand that these risks, hazards and dangers include without limitation:

That all classes, events and activities held at Mainely Agility, LLC are held on private property (that doesn't belong to the Mainely Agility, LLC), on Mainely Agility, LLC owned agility equipment in the presence of other dogs (whose temperaments are not known and may be aggressive) and in the presence of other people (whose temperaments are unknown and may be aggressive).

That these activities are potentially hazardous to both dogs and people. Dog training and dog sports may involve the physical act of walking and running over uneven, rough and hard terrain for both dogs and people. Running near and around agility equipment that may have rough edges, protruding parts and some of the equipment is off of the ground (as high as four and five feet) with no mats underneath.

It is not uncommon in agility for people to fall, run into equipment, or fall due to slippage or tripping over a dog.

It is not uncommon for dogs to run into the equipment, fall and slip (both on the ground and off of the equipment), strike jump bars and stanchions and to collide with their handlers.

Dog training and dog sports may involve strenuous running for the people and running, climbing and jumping for the dogs.

Dogs are animals and may exhibit aggression towards other dogs and people. Aggressive dogs may bite and may cause injury to people and/or other dogs.

Name: _____
Instructor: _____
(For Office Use Only)

That it is not reasonable, feasible nor realistic for the Mainely Agility, LLC and its representatives to have knowledge of and compensate for any medical conditions that the people or dogs may have that may be triggered or exacerbated by physical exertion and/or temperature extremes. Therefore, it is the participant's responsibility (or in the case of minor children - their parent's responsibility) to obtain medical or veterinarian approval for their (people and dogs) participation in the activity.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss them with Mainely Agility, LLC. I believe I have the physical conditioning and the degree of skill and coordination for me to engage in these activities safely. I understand that I have responsibilities to control my dog around other people and dogs.

My dog _____, DOB _____ is in good physical condition and is able to undertake this activity. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I have adequate health, disability, and life insurance for myself. I am voluntarily using the services of Mainely Agility, LLC with full knowledge of the inherent risks, hazards and dangers involved and I accept any and all risk, hazards and dangers.

I, for myself, my heirs, successors and executors, hereby knowingly and intentionally waive and release, indemnify and hold harmless Mainely Agility, LLC, their directors, officers, employees, and volunteers from and against any and all claims, actions causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss or injury to me or my property as a result of my engaging in these activities or the use of these services or equipment.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for me or my dog.

A copy of this release can be used as if it was an original.

I CARRY MEDICAL INSURANCE? YES _____ NO _____

GROUP NUMBER: _____

NAME OF PROVIDER: _____

EMERGENCY CONTACT: _____

RELATIONSHIP: _____

PHONE: _____ ALT. PHONE: _____

VETERINARIAN: _____

PHONE: _____

I have read, clearly understand and voluntarily sign this waiver and release agreement.

Signature Date

Print Name

Address: _____

City, State: _____

Phone: _____

INDEMNIFICATION - MINOR

If under eighteen years of age, parent, guardian or custodian must sign the following indemnification:

In consideration for minor being permitted by Mainely Agility, LLC to participate in the activities of dog training which include, without limitation, the use of its services and equipment, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian or custodian of the minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend Mainely Agility, LLC, their directors, officers, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and negligence made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of dog training and his or her use of the property and facilities of Mainely Agility, LLC. I for myself and on behalf of said minor, further agree not to sue Mainely Agility, LLC as a result of any injury that said minor suffers in connection with his/her participation in the activities of dog training.

Signature of Parent, Guardian or Custodian of Minor

Date

Print Name of Minor

PLEASE PRINT:

Name: _____

Address: _____

City: _____ State/Province: _____

Zip: _____

Phone (Home/Cell): _____ (Work): _____

E-mail Address: _____

In Case of Emergency:

Name: _____ Relationship: _____

Home/Cell: _____ Work: _____