

WAIVER, ASSUMPTION OF RISK AND AGREEMENT TO HOLD HARMLESS

I understand and acknowledge the following to be an inherent aspect of my voluntary participation in the sport of dog agility:

- 1) That attendance at an Orchid Isle Dog Agility Club (hereinafter referred to as the "Club") sponsored training session, sporting event or other function including use of training fields, event grounds and equipment is not without risk to myself, members of my family, any person accompanying me, or my dog, because some of the dogs to which I (we) will be exposed, including my own, may be difficult to control and may be the cause of injury even when handled with the greatest amount of care.
- 2) That there is a risk of utilizing any type of training or sporting event equipment selected for such purpose, especially such equipment designed and used for the sport of dog agility.

In consideration of the above, and as an inducement to the acceptance of my application for membership in the Club:

I hereby waive and release the Club, its members, trainers, employees, officers, and agents from any and all claims for injury to damage (including legal fees) which I, any member of my family, any person accompanying me, or my dog may suffer, including specifically but not without limitation, any injury or damage resulting from the action of any dog, including my own, contact with or use of any equipment, property fixtures, training fields or event grounds and surrounding areas thereto and I expressly assume the risk of any such damage to injury while attending any Club sponsored training session, sporting event or other function, or while on a training field, event grounds, or any other site selected for a Club function and surrounding areas thereto.

I further agree to hold the Club, its members, trainers, employees, officers, and agents harmless from any claim or loss of my dog(s) by disappearance, theft, death or otherwise, and from any claim for damage to injury to my dog(s), whether any claim be caused by the negligence of the Club or any of the parties aforementioned.

I also agree to indemnify and hold harmless, the Club, its members, trainers, employees, officers, and agents and shall personally assume any and all responsibilities and liability for any loss or injury which may be alleged to have been caused directly or indirectly to any person, dog, or property by the act of my dog, myself, my family member or any other person accompanying me while participating in a Club sponsored training session, sporting event or other function, held at any training field or event grounds, or any other site selected for a Club function including surrounding areas thereto.

I also understand and agree to accept responsibility for the control of any dog in my care and custody at all times while attending any Club sponsored training session, sporting event or other function.

By signing below, I/we agree to the terms described above: