

**LIABILITY WAIVER AND RELEASE**  
**DOG OWNER**

**READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

I, the undersigned, wish to have my pet dog participate in dog running (hereinafter, "Activity") with **Happy Dog Running Co.** (hereinafter, "Company"). I wish to participate in the Activity and hereby assume all risks of engaging in the Activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

In consideration of my taking part in the Activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

(a) **I WAIVE, RELEASE AND DISCHARGE** from any and all liability, including but not limited to liability arising from (1) the negligence or fault of the entities or persons released, (2) the intentional, reckless or negligent conduct of any participant, or (3) any defect in the equipment provided by the Company for my dog's death, disability, injury, loss, or actions of any kind which may hereafter occur to my dog including my traveling to and from the Activity and at all time throughout, **THE FOLLOWING PERSONS AND ENTITIES:** Michelle R. Daub and Happy Dog Running Co. LLC and/or their employees, volunteers, independent contractors, representatives, agents, heirs, successors, assigns and any sponsors and volunteers;

(b) **INDEMNIFY, HOLD HARMLESS AND PROMISE NOT TO SUE** the entities or persons mentioned above from any and all liabilities, claims, demands, costs, losses, expenses or compensation of whatever nature, including attorney's fees, for loss, damage or injuries to persons or property sustained by me, my heirs, personal representatives, successors and assigns and all other persons, resulting from or in any way connected to my participation in this Activity, including but not limited to travel to and from the location of the Activity and at all time throughout, whether directly or indirectly caused by (1) the negligence of the entities or persons released, (2) the intentional, reckless or negligent conduct of any participant, or (3) any defect in the equipment provided by the Company.

I acknowledge that this Activity can be hazardous and carries with it the potential for my dog's death, serious injury and loss. The risks include, but are not limited to, those caused by weather, temperature, terrain, condition of participants, equipment, vehicular and waterway traffic and actions of other people including, but not limited to, participants, employees and volunteers involved with the Activity. These risks are not only inherent to the participants but are also present for those involved with the Company. As a specific condition of my participation in the Activity, I expressly assume all risks involved, including but not limited to those risks that are unforeseen.

I acknowledge that the above entities or persons are NOT liable for the death, injuries or loss of my dog and are NOT responsible for the errors, omissions, acts or failures to act of any participant or party or entity conducting a specific activity on their behalf.

This Liability Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Liability Waiver and Release constitutes the entire agreement between the parties.

**[Signature on Following Page]**

**I CERTIFY THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

Participant's Signature: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Phone Number  
of Emergency Contact: \_\_\_\_\_

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