

LIABILITY WAIVER AND RELEASE
VOLUNTEER

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

I, the undersigned, wish to participate as a volunteer 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 me 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 myself, (3) death or any injury caused to myself resulting in a bite or other action from the dog I am participating with, or (4) any defect in the equipment provided by the Company for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me 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.

(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 myself, (3) the actions of the dog I am participating with, or (4) any defect in the equipment provided by the Company.

I acknowledge that I am an independent contractor and not an employee. I am responsible for my insurance and all statutory declarations and payments with regard to income tax and VAT where applicable.

I will perform the agreed-on service in an attentive, reliable and caring manner and I am independently responsible for notifying the dog owner of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog.

I acknowledge that this Activity can be hazardous and carries with it the potential for death, serious injury and property 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 dog 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 Company is NOT responsible for the errors, omissions, acts or failures of myself and I am solely responsible for the death, injury, disability, or loss of the dog which I am participating with.

I understand that the use of equipment furnished by the Company constitutes an acceptance of said equipment on a lease basis in "**AS IS**" condition. I agree to pay for any damage done to said equipment or property of others. If I fail to return any or all of said equipment, I will reimburse the Company for the cost of replacement. If the Company must search for any equipment due to irresponsible actions by me or any member of my parties, I will pay for said search.

*Initials _____

*By initialing, I certify that I have read all of the information contained on this page.

The Company strictly prohibits any dog runner from engaging in the Activity while under the influence of drugs or alcohol. The consumption of drugs or alcohol during the Activity is strictly prohibited. If the Company believes that a dog runner is under the influence of drugs or alcohol, the Company reserves the right to immediately terminate the Activity.

To ensure the safety of all parties involved, proper footwear is required to be worn. Dog runners shall wear footwear with a closed-toe and rubber sole. Failure to wear proper footwear will result in the runner being prohibited from engaging in the Activity.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this Activity.

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.

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: _____

(If the participant is under 18 years of age) I, as a parent or guardian or supervisor of a minor child, make this agreement, individually and on behalf of this minor child to induce the Company to allow this child to participate in this activity. I agree to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent or
Guardian: _____

Name of Parent or
Guardian: _____

Date: _____

*Initials _____

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