

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CERVANTES DOG TRAINING AND REHABILITATION LLC OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON.

In consideration for Cervantes Dog Training and Rehabilitation LLC allowing me (or my minor child) to participate in any and all dog training activities or events in which Cervantes Dog Training and Rehabilitation LLC is in any way involved (“the Activities”) I, for myself, and on behalf of my personal representatives, heirs, next-of-kin, spouses and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability (“the Agreement”):

1. Acknowledge that a dog may, without warning or any apparent cause, jump, bite, lunge, attack, scratch, fall, make unpredictable movements, spook, push, pull, or shove a person, all of which may result in serious injury or death.
2. ACKNOWLEDGE THAT DOG TRAINING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY, PERMANENT DISABILITY, AND IN SOME CASES DEATH, because of the unpredictable nature and behavior of dogs, regardless of the extent of their training. Such risks include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment or property; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Cervantes Dog Training and Rehabilitation LLC, and other undefined risks and dangers which may not be readily foreseeable or are presently unknown.
3. Voluntarily assume all of the risks described above and danger of injury or death inherent in the handling or training of the dog.
4. Release, discharge and promise not to sue Cervantes Dog Training and Rehabilitation LLC for any loss, damage, injury (including death) or cost to me or my property arising out of training or handling a dog, or

use of equipment or gear provided by Cervantes Dog Training and Rehabilitation LLC.

5. Release Cervantes Dog Training and Rehabilitation LLC from any claim that the Cervantes Dog Training and Rehabilitation LLC was negligent in connection with the Activities to the fullest extent permitted by law, including but not limited to, training or selecting dogs, maintenance or care of a dog, fit or adjusting of collars, leashes, or other equipment, instruction on training skills or supervising training, which results in loss, damage, injury or death.
6. Expressly agree that this Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
7. Agree that the Agreement is governed by the laws of the State of Vermont and is intended to be as broad and inclusive as is permitted by Vermont law.
8. If the person who is to enter into this Agreement is under eighteen (18) years of age, his or her parent or guardian must read this Agreement and sign below on behalf of the minor.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.

DATE

SIGNATURE

MEDIA RELEASE

I hereby grant permission to Cervantes Dog Training to take photographs and videos of me and my dog and to publish and use my photograph and video in any and all publications for any lawful purpose including, without limitation, publicity, illustration, advertising, and social media content. I hereby authorize Cervantes Dog training to copy, exhibit, publish, or distribute photographs or videos taken by Cervantes Dog Training, its agents, and employees, and I waive the right to inspect or approve of the finished product.

DATE

SIGNATURE