

### **Release of Liability**

In consideration of being given the opportunity to participate in the Pee Wee Class at the Elmira Kennel Club ("Club"), I, for myself, my personal representatives, assigns, heirs, and next of kin and I, the minor's parent and/or legal guardian.

- 1) acknowledge, agree and represent that I understand:
  - a. the nature of the Pee Wee Class;
  - b. that a Responsible Adult will accompany the minor in participating in the Pee Wee Class;
  - c. I selected the Responsible Adult or am the Responsible Adult;
  - d. the minor's experience and capabilities to be qualified to participate in the Pee Wee Class;
  - e. the dog's propensities, size and maturity;
  - f. I have selected the dog to participate with the minor AND
  - g. All parties are qualified to participate in the Pee Wee class
- 2) fully understand:
  - a. The Pee Wee Class involves risks and dangers of serious injury;
  - b. These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Pee Wee Class, the conditions in which the Pee Wee Class takes place, or the negligence of the Releasees named below;
  - c. There may be other risks either not known to me or not readily foreseeable at this time AND
  - d. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I or the minor child incur as a result of our participation in the Pee Wee Class.

I hereby release, discharge and covenant not to sue the Club, the American Kennel Club, Inc., their members, directors, governors, officers, agents, superintendents or event secretary and the owner and/or lessor of the premises and any provider of services that are necessary to hold this event and any employees or volunteers of the aforementioned parties and any AKC approved judge, judging at this event ("Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of the risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

Additionally, I and the minor child hereby assume the sole responsibility for and agree to indemnify, defend and save the Releasees harmless from any and all loss and expense (including legal fees) from any liability, claim, demands, losses or damages which may be alleged to be caused directly or indirectly to any person or thing by the act of this dog while in or about the premises or grounds.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

#### PARENTAL/ GUARDIAN CONSENT

And I, the minor's parent and/or legal guardian, understand the nature of the Pee Wee Class and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands. Losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law. I consent to the minor being photographed and videotaped for use in promoting the Pee Wee Special Attraction by the AKC and the Club and release those entities from liability from such usage.

Printed Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

#### RESPONSIBLE ADULT CONSENT

In consideration of being given the opportunity to participate in the Pee Wee Class at the Club, I, for myself, my personal representatives, assigns, heirs, and next of kin.

- 1) acknowledge, agree and represent that I understand:
  - a. the nature of the Pee Wee Class;
  - b. that I am the Responsible Adult who will accompany the minor in participating in the Pee Wee Class;
  - c. the minor's experience and capabilities to be qualified to participate in the Pee Wee Class;
  - d. the dog's propensities, size and maturity; AND
  - e. All parties are qualified to participate in the Pee Wee class
- 2) fully understand:
  - a. The Pee Wee Class involves risks and dangers of serious injury;

- b. These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Pee Wee Class, the conditions in which the Pee Wee Class takes place, or the negligence of the Releasees named below;
- c. There may be other risks either not known to me or not readily foreseeable at this time AND
- d. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Pee Wee Class.

I hereby release, discharge and covenant not to sue the Club, the American Kennel Club, Inc., their members, directors, governors, officers, agents, superintendents or event secretary and the owner and/or lessor of the premises and any provider of services that are necessary to hold this event and any employees or volunteers of the aforementioned parties and any AKC approved judge, judging at this event ("Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of the risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

Additionally, I assume the sole responsibility for and agree to indemnify, defend and save the Releasees harmless from any and all loss and expense (including legal fees) from any liability, claim, demands, losses or damages which may be alleged to be caused directly or indirectly to any person or thing by the act of this dog while in or about the premises or grounds.

I consent to being photographed and/or videotaped for use in promoting the Pee Wee Special Attraction by the AKC and the Club and release those entities from liability from such usage.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Print Name of Responsible Adult\_\_\_\_\_

Signature of Responsible Adult\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Email\_\_\_\_\_Phone\_\_\_\_\_