

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



DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, work, or participate in any way in the EVENT(S) or being permitted to enter upon the premises for any purpose whatsoever, each of the undersigned, for the organization, its directors, officers, employees, agents, and contractors, and for himself, his personal representatives, heirs, and next of kin:

- 1. ACKNOWLEDGES, AGREES, AND REPRESENTS that he has or will immediately upon entering any event areas, and will continuously thereafter, inspect all areas which he enters, and he further agrees and warrants that, if at any time, he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the area(s) deemed to be unsafe, until such time as the area(s) are made safe.
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Canine Superheroes and Golfland at Victory Park, and each of their directors, officers, agents, employees, contractors, affiliates, and assigns, and the promoters, participants, associations, sanctioning organizations or any subdivision thereof, venue owners, officials, dog owners, competitors, staff, rescue personnel, sponsors, advertisers, owners and lessors of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, (collectively, the "Released Parties"), from all liability to the undersigned, his organization, personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned arising out of or related in any way to the event(s), whether caused by the negligence of the Released Parties or otherwise.
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties from any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's injury or death or damage to property, whether caused by the negligence of the released parties or otherwise.
- 4. HEREBY ACKNOWLEDGES that the activities of the event(s) are very dangerous and involve the risk of serious injury, and/or death to persons or property, including without limitation canines, and hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related in any way to the event(s) whether caused by the negligence of released parties or otherwise.
- 5. HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Released Parties, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by applicable laws and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 6. HEREBY GRANTS the Released Parties the irrevocable and unconditional license, right and permission, with full right to transfer the same, to use my likeness, image, photograph, video and/or audio recording ("Image") individually or with others in connection with broadcasting, promotion or other commercial exploitation of this and any other event(s), including without limitation illustrations, promotions and art, editorial, advertising and trade usage to promote the event(s). This license shall permit any and all activity with respect to the Image, including without limitation to use, re-use, publish or re-publish my Image in whole or in part, separately or in conjunction with other materials, without restriction as to changes or alterations, made in any medium now or hereafter known or developed, to copyright works containing my Image in the Company's own name and any other name that it may select, and to use any caption or other matter in conjunction with my Image and to use of my name in connection therewith if the Released Parties so desire. I waive any right to inspect or approve the finished work in connection with which my Image, and I hereby release and its affiliates and discharge the Released Parties from all and any claims and demands arising from or in connection with the use of my Image, including claims for libel and invasion of privacy. This authorization and release shall inure to the benefit of the licensees, successors and assigns of the Released Parties, as well as to the person(s) who took the photographs, video or otherwise captured my Image.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILIITY, ASSUMPTION OF RISK AND INDEMITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

NAME OF ORGANIZATION	PRINT NAME	SIGNATURE	DUTIES

Signature & Printed Name of Witness: