

# Waiver and Release Agreement

For and to consideration of the undersigned being permitted membership in Canine Country Kennel and Farm ("Club") or being a guest at the Club and as such, being allowed to participate in or observe the activities of said Club and use of the property and equipment, the undersigned hereby agrees to the following:

The undersigned acknowledges that there are inherent risks ("Risks") involved in the use of the Club's facilities and activities, which include but are not limited to the following:

- a. The propensity of any animal to behave in ways that may result in injury, harm and death to persons or animals around it.
- b. The unpredictability of any animal's reaction to such things as sounds, sudden movement and unfamiliar surroundings, objects, persons and animals.
- c. The potential of any member, guest or participant to act in a negligent manner that may contribute to injury to such individual or others such as failing to maintain control over his or her animal or not acting within the individual's ability.
- d. The variations in terrain.

The undersigned hereby agrees that he or she has the requisite ability to safely and properly utilize the facilities at the Club and that the undersigned's animal(s) that are using the Club's facilities are fully vaccinated with all of the necessary inoculations, including but not limited to rabies and bordetello and that the undersigned's animal(s) that are using the facilities are not a risk, hazard or danger to other animals or people. The undersigned acknowledges that he or she has responsibilities when using the Club's facilities and that participation is purely voluntary and with full knowledge of the Risks, hazards and dangers involved and hereby assumes and accepts any and all risks of injury and liability.

The undersigned hereby assumes and accepts all liability and responsibility for any claim, loss or damage, or whatever kind or nature, whether to person, animal or property, which may be caused, either directly or indirectly, by the undersigned or the undersigned's animal(s) while on the Club's property.

Further, the undersigned, individually and on behalf of the undersigned's heirs, personal representatives, successors and assigns, hereby waives, releases, forever discharges, indemnifies, holds harmless and will defend the owners of Canine Country, including but not limited to William C. Dierberg, Mary H. Dierberg, their children and any trust created by them and any employees, agents, volunteers, heirs, personal representatives and assigns ("Owners") of, from and against any and all liability, claims, actions, causes of action, suits, expenses (including reasonable attorney's fees), costs, loss, damages and demands of any kind of nature, known or unknown, foreseen or unforeseen ("Loss") which occurs while on the Club's property, either to the undersigned or the animal(s) or property of the undersigned or which may be caused, directly or indirectly by the undersigned, the animals of the undersigned, the negligence of owners, other persons, other animals or some other cause. The undersigned, individually and for his or her heirs, personal representatives successors and assigns further agrees not to sue Owners as a result of any Loss suffered while on Club property.

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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Print Name

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Signature

