

BEAR VALLEY SPRINGS TAILWAGGERS DOG CLUB

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK TO BE COMPLETED AND SIGNED BY EVERY CLUB MEMBER

All club members must sign one of these forms. Please read and be certain you understand the implications of signing.

In consideration of my participation in activities arranged by BEAR VALLEY SPRINGS TAILWAGGERS DOG CLUB (BVS TAILWAGGERS DOG CLUB), I hereby release and covenant not to sue BVS TAILWAGGERS DOG CLUB, its owners, shareholders, directors, officers, employees, representatives, agents, and lessees and their successors from any and all present and future claims whatsoever, which the undersigned and any of them and the heirs, representatives, executors and administrators thereof, or any other persons acting in behalf, or on behalf of their respective agents, have or may have resulting from ordinary negligence and inherent risk of my participation in any activities or arrangements and the use of the facilities and equipment of BVS TAILWAGGERS DOG CLUB and Bear Valley Springs Association (BVSA) and Bear Valley Community Services District (BVSCSD), including but not limited to any loss, injury, damage, illness, sickness, or liability sustained by me while on or about the premises of the BVSA, the BVSCSD, or the BVS TAILWAGGERS DOB CLUB.

Express Assumption of Risk Associated with CANINE-RELATED ACTIVITIES. I, whose name and signature appear below, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with canine activities and sports, including training, showing, competitions, exhibitions, events, meetings, play days and other activities. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in canine activities of all kinds is significant including the potential for permanent disability and death.
2. Possible equipment failure and/ or the malfunction of my own or other's equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of the BVSA, BVSCSD, and BVS TAILWAGGERS DOG CLUB, including but not limited to operator error.
4. The propensity of a canine (dog) to behave in dangerous ways that may result in injury or death to the participant or others or their dog(s) regardless of the dog's previous training and past performance.
5. The inability to predict a dog's reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Propensity for a dog to bite, fight, run, scratch, make unpredictable movements, jump, push or shove without warning or apparent cause.
7. Collars, harnesses, leashes and other equipment may loosen or break, which may result in accident, injury or death.
8. The domesticated animal may also react in a dangerous manner when condition or treatment is considered hazardous to the welfare of the animal.
9. The potential for a participant or others to fail to exercise reasonable care, or take adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
10. Broken bones or severe injuries which may result in severe impairment or even death.

11. Pursuant to Section 305 of the BVS TAILWAGGERS DOG CLUB By-laws, I agree to take physical and financial responsibility for any dog under my custody or control; that if I am participating in any BVS TAILWAGGERS DOG CLUB event with a dog that is not my own, I shall be liable for damage or injury inflicted by any such dog; and that the Board of Directors or designated Event Coordinator or Trainer of BVS Tailwaggers Dog Club has the right to exclude any aggressive, unruly, or unmanageable dog and their handler from any BVS TAILWAGGERS DOG CLUB event.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I agree that immediately prior to participation in any activity arranged for me by BVS TAILWAGGERS DOG CLUB I will inspect the facilities and equipment to be used and if any defect is apparent I will not use the facility or equipment and I will notify the management of the BVS TAILWAGGERS DOG CLUB of the defect.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER, RELEASE AND ASSUMPTION OF RISK AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AND SIGN IT VOLUNTARILY.

Name: _____ Signature: _____ Date: _____

ADDRESS: _____ PHONE: _____

Any person under the age of 18 years must have a parent or guardian co-sign this form.

Name: _____ Signature: _____ Date: _____