

CANINE EVENT LIABILITY WAIVER

This liability waiver is entered into with respect to a Member/Guest Fun Swim to be held on July 13, 2019, by or on behalf of the following party:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Age (if under 18)

(1) WAIVER. In consideration of the admission of the above to an event (the "Event") sponsored by the Tarheel Golden Retriever Club ("TGRC") involving the presence of dogs, including unrestrained dogs, and understanding that the TRGC has not inspected and is not responsible for the facility where the invent will take place and has not undertaken any investigation regarding and makes no representations as to the health or vaccination status of any participating dog and that there are numerous inherent obvious and non-obvious risks involved in the presence of and association with dogs, including but not limited to unrestrained dogs, the above named party, either for himself or, if under age 18 by the signing parent or guardian, (the "Participating Party") acknowledges these risks and affirmatively, assumes such risks voluntarily and states that they are not relying on TGRC to advise of all risks and agrees to hold harmless and release TGRC, its members, agents, officers, directors, representatives, assigns, affiliated entities, guests, insurers, and others acting on behalf of TGRC (the "TGRC Parties") from all claims, demands, causes of action, and legal liability, known or unknown, anticipated or unanticipated, and even if due to the negligence and/or acts or omissions non-members. Participating Party further agrees to waive all rights which may otherwise arise from any injury to Participating Party, and shall not bring any claims, demands, legal actions or cause of action against TGRC or the TGRC Parties or any of them, for any economic or non-economic losses due to bodily injury, death or property damage, including such damages to dog(s) belonging to Participating Party arising out of presence at and/or participation in the Event.

(2) INDEMNIFICATION. Participating Party agrees to be responsible for any and all damages to person or property, injuries, and or loses of life caused by Participating Party or any dog which Participating Party brings to Event, and to indemnify TGRC and the TGRC Parties for any losses or expenses, including but not limited to reasonable attorneys' fees, which TRGC or any TGRC Party may incur in connection with any such claims.

(3) MISCELLANEOUS. This release contains the entire agreement between the Participating Party and TGRC and supersedes all prior, contemporaneous, written or oral agreements, negotiations, or representations between the Participating Party and TGRC and may not be amended or modified except by written instrument signed by Participating Party and TGRC, has been carefully reviewed and is fully understood by the undersigned, and shall be binding upon Participating Party's heirs and estate and shall inure to the benefit of the TGRC Parties and each of them. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

SIGNATURE OF ADULT PARTICIPATING PARTY:

\_\_\_\_\_

\_\_\_\_\_

DATE

SIGNATURE OF PARENT OR GUARDIAN OF ABOVE NAMED MINOR PARTICIPATING PARTY

\_\_\_\_\_

\_\_\_\_\_

DATE