

# ULTIMATE AIR DOGS

## \*\*\* RELEASE AND WAIVER OF LIABILITY \*\*\*

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the Ultimate Air Dogs EVENT or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited including and not limited to the pool, dock and surrounding area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, dogs and next of kin, I, on behalf of myself and any minor child/children, for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT. The term "EVENT" shall mean and include this, and any future event conducted by Ultimate Air Dogs.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the organizers, participants, associations, sanctioning organizations or any subdivision thereof, officials, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT, 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 and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, dogs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY, SICKNESS, DAMAGE OR DEATH TO PERSON, DOG OR PROPERTY ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. I have full knowledge that my email address may be shared with sponsors of Ultimate Air Dogs at the sole discretion of Ultimate Air Dogs.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, SICKNESS, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
6. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement shall be governed by the laws of the state of Florida (without regard to any conflicts of laws providing otherwise). Any legal action pertaining to any EVENT shall be instituted and maintained only in the state or federal courts located in Jacksonville, Duval County, Florida. This agreement shall apply and be binding upon the undersigned as to any EVENT conducted by Ultimate Air Dogs, whether on or after the date of this Agreement.

8. HEREBY give permission to Ultimate Air Dogs to use my name and photographic likeness, and my dog's photographic likeness, in all forms of media, advertising, trade and any lawful purpose that Ultimate Air Dogs sees fit.

9. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.

10. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.

11. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Dogs Just Wanna Have Fun, LLC d.b.a Ultimate Air Dogs, Carson International, Nestle-Purina, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

12. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

13. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I hereby agree to waive any claim, action, or lawsuit and further agree to indemnify and hold Ultimate Air Dogs (UAD), any "Releasees" and any UAD representative or Judge harmless from any claims, action or lawsuits resulting from my participation in this event, and any action, decision or judgment made by any UAD representative or Judge under both the Official Event Rules and Regulations. The Official Event Rules and Regulations have been made available to me, and that I am familiar with their contents. Once signed, this waiver and release will remain effective for all purposes until and unless express written notice of cancellation is received by Ultimate Air Dogs. My signature indicates that I understand and agree to the above and to abide by all of the current Official Event Rules and Regulations.**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Dog(s): \_\_\_\_\_

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Select one: I am the Handler \_\_\_\_\_ I am the Holder \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Names of Minor Children: \_\_\_\_\_