



Mid-Tennessee Schutzhund Club

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Agreement is entered between the Mid-Tennessee Schutzhund Club (hereinafter "Club") its officers, instructors, employees, assistants, members and agents, whether compensated or not compensated, including the proprietor(s) of the grounds upon which Club activities are undertaken and the Applicant identified herein below (and hereinafter referred to as "Applicant")

Name of Participant: _____ Age if under 21 _____

Address _____ Phone _____

City _____ State _____ Zip _____

In consideration of the Club allowing the above-named Applicant to participate in any and all of its canine socialization, training and competitive canine event activities, the Applicant and his or her parents or legal guardian, if applicable, agree to be bound by the terms of this Agreement including all of the Articles herein.

Article I

Applicant expressly agrees that the Club shall not be liable for any damages arising from personal injuries or property damage sustained by said Applicant before, during, or after Club activities or associated canine activities or as a result of said Applicant's use of the facilities and equipment of the Club. For purposes of this agreement, canine activities shall include, but not be limited to, all disciplines concerning dog socialization, dog training, including obedience, protection, tracking, article search, search and rescue, and dog handler education.

Applicant releases the Club from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of any damage, loss or injury to the Applicant, or Applicant's property, before, during, or after canine activities conducted by the Club.

It is expressly understood that there are risks of engaging in Club canine activities including, but not limited to: (i) the possibility of a canine behaving in dangerous or unsafe way that may result in injury to a participant, (ii) the inability to predict a canine's reaction to training, sound, movements, objects, persons, or other animals, and (iii) the possibility of accidental injury by the mere nature of Club activities.

Article II

It is understood that at the Applicant's option he or she may select, obtain and use protective equipment during canine and associated canine activities. The responsibility to select, obtain, and use protective equipment lies with the Applicant and not the Club. Under no circumstance will this responsibility be shifted to the Club. This written Agreement takes precedence over any oral representations or statements made to the contrary.

Article III

Applicant also agrees to indemnify the Club for all damages and reasonable attorney fees as a result of Applicant's intentional or negligent conduct which results in physical injury to another participant and a claim or lawsuit is brought against the Club. Applicant assumes full responsibility for any injuries, damages, or losses which may occur to another participant as a result of Applicant's intentional or negligent conduct.

Article IV

Applicant also agrees that the Club shall not be liable for any loss or theft of personal property.

Article V

Applicant forever releases and discharges the Club from any and all claims, demands, damages, rights or actions, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of said Applicant's use of Club facilities or participation in Club activities.

Article VI

Applicant warrants, represents, and agrees that said Applicant is in good physical condition and that said Applicant has no disability, impairment, or ailment preventing him or her from engaging in Club activities.

Article VII

This Agreement shall remain valid until expressly revoked in writing by the Applicant and delivered to the Club President.

THIS IS A LEGALLY ENFORCEABLE AGREEMENT. IF APPLICANT HAS ANY QUESTIONS REGARDING THE LEGAL EFFECT OF ANY TERM OR CONDITION OF THIS AGREEMENT, HE OR SHE IS ENCOURAGED TO DISCUSS THIS MATTER WITH AN ATTORNEY PRIOR TO SIGNING THE AGREEMENT AND PARTICIPATING IN CLUB ACTIVITIES.

Applicant

Date

Parent or Guardian

Date

Mid-Tennessee Schutzhund Club

Representative, Mid-Tennessee Schutzhund Club

Date