



Pack Walk/Hike Waiver

Release of Liability, Assumption of Risk, and Indemnification Agreement

Read it carefully before signing.

- 1. Activity and Associated Risks:** I have chosen to participate in an outdoor recreational activity (hereinafter referred to as “the Activity”) with Peoria Obedience Training Club (hereinafter referred to as “POTC”). I understand that:
 - POTC is a not a guide service and therefore makes NO WARRANTIES, PROMISES, or GUARANTEES that the Activity is safe for family, my dog or myself. I understand that POTC has not verified or approved the safety of the Activity listed on the calendar. It is solely my responsibility to determine whether I think the Activity exposes my family, my dog or myself to an unreasonable risk of harm or loss;
 - Walking/hiking can be inherently dangerous activity. While walking/hiking my family, my dog, and/or myself may be exposed to dangers and hazards, including but not limited to: falling rocks, inclement weather, hostile or aggressive wildlife, falls, fractures, concussions, equipment failures, negligence of others, drowning, and/or death,;
 - as a consequence of these risks, my family, my dog and/or myself may be seriously hurt, disabled or may die from resulting injuries, and my property may also be damaged;
 - hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during all or portions of the activity; and
 - POTC assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation that I and/or my family incur.
- 2. Assumption of the Risk:** I voluntarily, knowingly, and expressly assume the above-mentioned risks as well as other risks not listed that are part of the activity, and any harm, injury or loss that may occur to me or my property as a result in my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of POTC, its employees, agents, and officers, its contractors, and other Activity participants. I also understand that any equipment I provide or may borrow or rent from POTC or any other provider I used at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. **Release Of Liability:** I hereby RELEASE POTC, its owners or members, heirs, agents, attorneys, employees, assigns, other participants, sponsors, advertisers, contractors, equipment providers, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims excluded from being waived by law. I also agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss, harm, or property damage or destruction which occur during the Activity or are related in any way to the Activity.
4. **Indemnification Hold Harmless And Defend:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **Walk/Hike Hosts:** I acknowledge that POTC has no control over and assumes no responsibility for the actions of any walk/hike hosts at any time before, during, and after the Activity. I acknowledge that POTC has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
6. **Insurance:** I do not expect POTC to provide insurance or pay for any costs associated with harm, including being injured or killed, to my family, my dog or myself during this activity.
7. **POTC and The Community:** Participating in the Activity with POTC is a purely recreational endeavor. I will represent POTC as a participant in a courteous and respectful manner to other participants, their families, their dogs, the wildlife, and the property on which the Activity takes place.

8. **Severability:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document. I understand this is a contract that affects my legal rights and i sign it of my own free will.

If participant is under 18 years of age, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims any liabilities that governing law does not permit to be excluded by agreement.

This agreement is valid for 2021.

_____ (initials) I have read this agreement and fully understand it.

I AM A POTC MEMBER

I AM A GUEST OF A POTC MEMBER (NAME OF MEMBER) _____

PRINTED NAME

SIGNATURE

DATE