

## Peoria Obedience Training Club Release of Liability



- I, the undersigned, have voluntarily enrolled myself, my agent and/or my dog in a Peoria Obedience Training Club
- (POTC) Activity, which includes but not limited to dog training classes, consultations, workshops, membership, trials, volunteerism, demonstrations, publicity events or any other activities offered and/or hosted by POTC.
- By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk to me, my dog, my family members, or third parties associated with participation in this Activity such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from my own or other's actions, inactions, negligence, or the condition of the Activity location(s) or facility. Nonetheless, I assume all risks of participation in this Activity, whether known or unknown to me, including travel to and from the Activity or any events incidental to this
- Activity. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with the POTC and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area and equipment that will be used (if applicable).
- As lawful consideration for participating in the Activity, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless POTC, and their officers, board members, volunteers or representatives, and instructors (the "Released Party") from any and all injuries, losses, claims and damages to any person or person of any nature whatsoever, including claims arising from the Released Party's own negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees, arising from my participation in the POTC events.
- If medical treatment is necessary for me, my minor, my agent or my dog as a result of participation in this Activity, travel to and from the Activity, or any events incidental to this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment.
- This Release of Liability shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this document, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

### Photo/Publicity Release

I hereby grant permission and consent to POTC volunteers and representatives to take and use photographs and/or audio/visual recording of myself, my representative, and/or my dog and authorize POTC to cause the same to be exhibited for news releases, publicity, or educational purposes. These materials might include printed or electronic publications, web sites, social media, or other media. I further agree that my name may or may not be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me. I hereby release POTC from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described material(s).

I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing POTC from all liability, (b) waiving my right to sue the Released Party, (c) and assuming all risks of participating in this Activity, including travel to and from the Activity or any events incidental to this Activity.

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provision hereof, which shall remain binding and enforceable. I represent that I am at least 18 years of age.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Dog Breed(s): \_\_\_\_\_

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*Signature of Dog Owner Representative, Participant, Authorized Agent or Handler*

## **Minor Participant**

I am the parent or legal guardian of the Minor Participant. I allow the Minor Participant to participate in this Activity. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including

- a. the Released Party from all liability on my and the Participant's behalf,
- b. waiving my and the Participants' right to sue the Released Party,
- c. and assuming all risks of Participant's participation in this Activity, including travel to and from the Activity or any events incidental to this Activity.

I understand that I am responsible for the obligations and acts of the Participant as described in this document.

I agree to be bound by the terms of this document.

Minor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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*Signature of Guardian*