



## Release, Waiver of Liability and Indemnity Agreement

(est. February 1, 2016, rev. July 24 ,2017)

I hereby acknowledge that I have voluntarily applied to participate in activities sponsored by Rocky Mountain Working Dogs (hereby referred to as RMWD or as the “CLUB”). Being held on the property of Ken and Laurie Stupak located at 32800 East 137<sup>th</sup> Way in Brighton, Colorado (hereinafter referred to as the “STUPAK TRAINING FACILITY”), as well as at Classic Turf Sod Farm located at 30101 East 152<sup>nd</sup> Avenue in Brighton, Colorado (hereinafter referred to as “TRACKING GROUNDS”).

I am aware that these activities may involve risk of bodily injury, death, or property damage and I am voluntarily participating with knowledge of the inherent risks. I expressly assume the risk of these dangers, including, but not limited to, slips/trips, falls, dogs, automobile accidents and/or injury from equipment while at the THE STUPAK TRAINING FACILITY AND/OR TRACKING GROUNDS. As lawful consideration for being permitted by CLUB to engage in these activities at THE STUPAK TRAINING FACILITY AND TRACKING GROUNDS, I hereby release, waive, discharge, and relinquish any action or causes of action for personal injury, property damage, or wrongful death, against Ken and/or Laurie Stupak, the CLUB, THE STUPAK TRAINING FACILITY AND/OR TRACKING GROUNDS, and his/her/their/its heirs, executors, administrators, successors and assigns, which may hereafter arise from the activities sponsored by the CLUB or any pursuit incidental thereto.

I hereby agree that under no circumstances shall I prosecute or present any claim against Ken and/or Laurie Stupak, the CLUB, THE STUPAK TRAINING FACILITY AND/OR TRACKING GROUNDS for any causes of action for personal injury, property damage, or wrongful death, whether the same shall arise by negligence or unintentional conduct of anyone participating in the activities sponsored by the CLUB or any pursuit incidental thereto. This Agreement shall bind the members of my family and my spouse, heirs, assigns, and personal representatives, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE OF LIABILITY, AND COVENANT NOT TO SUE Ken and/or Laurie Stupak, the CLUB, THE STUPAK TRAINING FACILITY AND/OR TRACKING GROUNDS. This agreement does not restrict my rights in regard to actions against the CLUB.

I understand and agree that I shall be personally responsible for my own safety in participating in the activities sponsored by the CLUB and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death.

**I HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS** Ken and/or Laurie Stupak, the CLUB, THE STUPAK TRAINING FACILITY AND TRACKING GROUNDS, AND HIS/HER/THEIR/ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, INCLUDING ATTORNEYS FEES, WHICH I MAY INCUR AS A RESULT OF INJURY, DEATH, OR PROPERTY DAMAGE, OR FROM ANY SUIT FROM SUCH PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE.

If any part of this agreement is determined to be invalid by a Court of law, it is agreed that the balance of the agreement shall continue in full force and effect.

# ROCKY MOUNTAIN WORKING DOGS



I, THE UNDERSIGNED, HAVE READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AFFIRM THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I, THE UNDERSIGNED, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT.

Printed name: \_\_\_\_\_

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

Board of Director's Witness: \_\_\_\_\_ Date: \_\_\_\_\_