

2024 RELEASE OF LIABILITY - Southern California K9 Seminar (SoCalk9S)

Print (all caps)

Name of Guest:	K9 Name:	
Address:	City:	Zip:
Telephone:	Email:	

1. Assumption of Risk. I, the undersigned, am aware that there are significant risks and inherent dangers associated with SoCalk9S search and rescue training and related activities ("SoCalk9S Training") that no amount of care, caution, instruction or expertise can eliminate. These risks can result in serious loss, injury or death and include without limitation strenuous physical exertion, slips and falls, heavy lifting, hazardous wilderness or urban conditions, inclement weather, night conditions, high altitude, rough terrain, unpredictable animals and wildlife, natural and man-made hazards, proximity to traffic and roadways, improper use or failure of equipment, patent or latent defects in trails and training premises, and negligence on the part of myself or others around me. I acknowledge that SoCalk9S Training is an inherently dangerous activity that may result in serious injury, loss or death. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any and all losses, injuries or death that may result from any SoCalk9S Training.

2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED AGREES TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS, AND COVENANTS NOT TO SUE, on behalf of himself and the undersigned's heirs, personal representatives, relatives or assigns, the Southern California K9 Seminar., the State of California, and all federal, state, county and local governmental agencies, and all public and private property and premises holders and operators where SoCalk9S Trainings are held, and their respective owners, stockholders, directors, officers, employees, agents, representatives, successors, heirs, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereafter individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereafter referred to as "Claims") that the undersigned may have against the Indemnified Parties by reason of any losses, damages or injuries that the undersigned may sustain, whether to his/her person, property, or otherwise, including, without limitation, any and all Claims for passive or active negligence in connection with the undersigned's participation in SoCalk9S Training.

3. THE UNDERSIGNED ACKNOWLEDGES THAT HE HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. BEING AWARE OF SAID CODE SECTION, AND HAVING HAD THE OPPORTUNITY TO BE ADVISED BY LEGAL COUNSEL, THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT HE OR SHE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. Personal Fitness and Responsibilities. I, the undersigned certify that I have no physical or other impairments, illnesses or limitations that will endanger myself or others in participating in SoCalk9S Training. I declare that I am in good health and physically fit for SoCalk9S Training, and have physician approval to engage in physically

strenuous activities such as SoCalK9S Training. I take full responsibility for my own and my dog's behavior, safety, and well-being while attending any SoCalK9S Training. Instances of canine misbehavior, which may include, but, not limited to lunging, growling, aggressive barking, snapping, or biting, will not be tolerated. At any time SoCalK9S may withdraw or deny the opportunity to attend SoCalK9S Trainings. As a visitor to SoCalK9S Trainings I am observing and engaging in Southern California K9 Seminar. RELEASE OF LIABILITY training activities at my sole option that include without limitation watching dogs train, accompanying teams during training activities, acting as a subject for search dogs, and doing training exercises with my dog. I am taking part in these activities solely to learn about this volunteer work with no expectation that I will be accepted as a volunteer and no expectation of remuneration. I will not represent myself as being a SoCalK9S member nor will I represent my dog as a dog in training for search and rescue with SoCalK9S.

5. Agreement to Arbitrate Disputes. IN THE EVENT OF ANY DISPUTE RELATING TO THIS RELEASE, SoCalK9S OR SoCalK9S TRAINING, INCLUDING ANY CLAIM FOR PERSONAL INJURY, DEATH OR OTHER LOSS, INCLUDING ANY CLAIM AGAINST ANY INDEMNIFIED PARTY, THE UNDERSIGNED AND SoCalK9S AGREE TO SUBMIT TO BINDING ARBITRATION TO RESOLVE SUCH DISPUTES, BY CLAIM FILED, BEFORE JAMS IN RIVERSIDE, CALIFORNIA, TO BE ARBITRATED THERE OR SUCH OTHER VENUE AS DEEMED APPROPRIATE BY THE JAMS ARBITRATOR, SUCH ARBITRATION TO PROCEED UNDER THE JAMS RULES. In the event either party to this agreement incurs any expense as a result of the other party's failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in that court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney's fees. In the arbitration itself, each party shall bear its own attorneys' fees. The following disclosures are intended to reflect the significance of agreeing to arbitrate any controversy, or claim, or issue in any controversy or claim which may arise between the undersigned client and the attorney: (A) ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES; (B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL; (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (D) THE ARBITRATOR IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR (S) IS STRICTLY LIMITED; AND (E) THE ARBITRATOR OR PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE AN ATTORNEY OR JUDGE, ACTIVE OR RETIRED.

6. Acknowledgements. I acknowledge that this Release contains important legal terms and I have had the opportunity to secure legal counsel in connection with this Release and any failure to do so is my decision made knowingly and willfully. I am of legal age and am signing this Release voluntarily with a full understanding that this Release is legally binding on myself, my heirs, spouse, personal representatives, relatives and assigns and that I am giving up legal rights and remedies which otherwise would be available. I agree that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of it is held invalid it is agreed that the balance shall continue in full force and effect. I acknowledge that SoCalK9S is a non-profit, volunteer organization that is permitting my participation at SoCalK9S Training subject to and in full reliance on this Release.

Signature of Guest:	Date:
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