



Elk Grove, CA

## WAG, Inc.

**The following are the terms of a binding Release and Waiver agreement between WAG Inc. (“Owner”) on its own behalf and the Consenting Party (“Participant”) on his or her own behalf or as the parent or legal guardian of a minor, enter into this binding Release and Waiver agreement as follows:**

- 1. Assumption of Risk.** Participant is aware of the inherent risks of injury, death, and property damage to Participant or to his or her dog that are involved in the recreational activity of canine agility, including without limitation risks due to dog bite, the use of agility equipment or infectious disease. Participant is aware of the risks of injury, death and property damage that may result from, among other causes, the active or passive negligence of WAG, Inc., its associates or agents, Susan Rappillus and Dave Scheuner. Participant is voluntarily engaged in dog agility as a recreational activity with the knowledge of risks including, but not limited to, injury, death, and property damage, and hereby assumes any and all such known and unknown risks that may result from participation in dog agility.
- 2. Release of Liability.** Participant releases WAG, Inc., its associates or agents, Susan Rappillus and Dave Scheuner from all liability to Participant and Participant’s representatives, guardians, successors, assigns, heirs, and next of kin for all liability, claims, damage, or demands for personal injury, death, or property damage, to Participant or the Participant’s dog or dogs, arising from or related to the activities as stated in this agreement. This release includes, without limitation, any personal injury, death, or property damage caused by the active or passive negligence of WAG, Inc., its associates or agents, Susan Rappillus and Dave Scheuner. Participant bears sole responsibility for any such loss.
- 3. Knowing and Voluntary Consent.** Participant acknowledges that he or she has carefully read this agreement, understands its contents, and understands that this agreement includes and assumption of the risk of WAG, Inc., its associates or agents, Susan Rappillus and Dave Scheuner negligence and a release of their liability. Participant acknowledges that WAG, Inc., its associates or agents, Susan Rappillus and Dave Scheuner are materially relying on this waiver in allowing Participant to participate in any agility event, class or dog related activity produced by WAG, Inc. in perpetuity.