

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PHOTO AND VIDEO RELEASE

Please read and be certain you understand the implications of signing.

BY VIRTUE OF MY SIGNATURE, I ACKNOWLEDGE I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND AGREE TO ACCEPT THE TERMS OF THIS LIABILITY, PHOTO, AND VIDEO RELEASE AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY. I UNDERSTAND THAT SIGNING IT CREATES A BINDING CONTRACT BETWEEN MYSELF AND FEET & PAWS, ITS OWNERS, BOARD OF DIRECTORS, INSTRUCTORS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, OR AGENTS (HEREBY TOGETHER REFERRED TO AS "FEET & PAWS") THAT AFFECTS MY LEGAL RIGHTS. I UNDERSTAND THAT I MAY NOT RECEIVE ANY SERVICES OR PARTICIPATE IN ANY FEET & PAWS ACTIVITIES (HEREON TOGETHER REFERRED TO AS "ACTIVITY") WITHOUT SIGNING THIS FORM. I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT.

I understand that FEET & PAWS' ACTIVITY may be physically strenuous for both myself, my guest(s), and my pet(s) and I voluntarily participate in ACTIVITY, with full knowledge that participating in ACTIVITY is not without risk of personal injury, disability, property loss, and/or death to myself, guest(s,) or my pet(s). I further understand that there are discomforts associated with physical activity for myself and my pet(s), such as but not limited to muscle soreness and strains and rarely cardiovascular problems including high blood pressure and very rarely, "heart attack" or even death.

I, being fully informed of such risks and hazards, agree to assume all risks of such occurrences involving myself, my guest(s), and my pet(s) that may result from my participation in any FEET & PAWS' ACTIVITY, as well as any damage, loss or theft of any personal property which incurred by myself, my guest(s), and my pet(s). My assumption of risk includes but is not limited to, the use of any equipment (mechanical or otherwise) or props. I further agree, on behalf of myself, my guest(s), and my pet(s) to assume complete and sole responsibility for any and all actions of any animal(s) belonging to myself, my guest(s), and my pet(s) brought to and/or participating in ACTIVITY. I also understand that some local laws and ordinances require pet(s)s to be registered/licensed and I hereby acknowledge that my pet(s), as well as those of my guest(s) have been registered/licensed in accordance with local laws. I am aware that there are inherent risks and hazards involved in activities with and around animals and that any animal, regardless of training, handling, or environmental circumstance, is capable of biting. I, on behalf of myself, my guest(s), and my pet(s), expressly acknowledge these risks and voluntarily participate in these activities.

I agree, on behalf of myself, my guest(s), my pet(s), personal representative, heirs, executors, administrators and agents, to indemnify and hold harmless FEET & PAWS, as well as any property/location where ACTIVITY occur, including said property/location's owner(s), managers, employees, agents or tenants of the property, from any and all claims, demands, actions, causes of action (known or unknown) or liability of any kind whatsoever, for property loss, property damage, personal injury or death to me, myself, my guest(s), and my pet(s) while participating in any FEET & PAWS' ACTIVITY, even if proximately caused by the negligence of FEET & PAWS, whether active or passive, or caused by myself, my guest(s), and/or any animal(s) brought to and/or participating in ACTIVITY by myself or my guest(s).

In addition, I agree that I will defend and indemnify FEET & PAWS for any injury, expense, costs or damages to any other participants or pet(s), whether sponsored by me or not, or to third parties arising out of my own actions or the actions of my pet(s).

I recognize that FEET & PAWS is not responsible for unintentional errors, omissions, or incorrect assertions. I understand that the recommendation of any other product or service is not a guarantee of my satisfaction with that product or service.

This waiver and release of liability includes but is not limited to, injuries which may occur as a result of (a) my use of any exercise equipment/props or facilities which may malfunction or break, (b) FEET & PAWS improper maintenance of any equipment/props or facilities, (c) FEET & PAWS negligent instruction or supervision, including group exercise instruction, personal training and dog training and (d) slipping and falling while at/in any FEET & PAWS location or any portion of a location used by FEET & PAWS for any reason, including FEET & PAWS' negligent inspection or maintenance of location.

Further, I am and will remain responsible for the actions of myself, my guest(s), and my pet(s) at all times. I understand that no agent, employee or other client of FEET & PAWS, or others that may be present, will be responsible to stand watch over the activities of my pet(s) or those of my guest(s). I understand the nature of the ACTIVITY for which I am participating in and have read and fully understand this waiver, release and hold harmless agreement. I further understand that any advisements or warnings of the particular risks of this ACTIVITY that I subsequently receive will be incorporated by reference into and become a part of this agreement.

I acknowledge and understand that FEET & PAWS is not responsible for the safe-keeping of my personal belongings while I participate in ACTIVITY.

I hereby give to FEET & PAWS the right and permission to copyright and use photographic portraits, pictures, or videos of myself my guests, or pet(s)(s) who may be included intact or in part, in any and all illustration, art, promotion, advertising, trade, or any other purpose media (hereafter known as "MEDIA"). I understand I will not receive payment or any other consideration for it's use.

By virtue of my signature below, I hereby release, forever discharge, and agree to hold harmless FEET & PAWS from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization, including those that may occur or be produced in the taking of MEDIA or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. I hereby grant FEET & PAWS the right and permission to use my and my dog's name in connection with the photographs or videos if so chosen.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Name (PRINTED)

Signature

____ / ____ / ____
Date