

DogPoweredFun
48 Conant Rd Lincoln, MA 01773
www.DogPoweredFun.com 617 256 7173

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals, I agree to the following Waiver and Release:

I acknowledge that canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals have inherent risks, hazards, and dangers for anyone that cannot be eliminated.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the dogs to behave in ways that may result in injury, harm or death to persons on, near or around them;
2. The unpredictability of the dog's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as sticking legs or arms out of the sled or cart or purposefully abusing an animal;
6. Canicross, dog carting, dog sledding, bikejoring, scootering in rugged country;
7. Encounters with wildlife, animals, insects, and farm animals;
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the woods in case of injury.

I understand the risks, hazards and dangers described above and have had the opportunity to discuss them with Meghan Lytton, the owner and operator of DogPoweredFun, LLC.

I understand that these activities may require reasonable physical conditioning and a degree of mobility. I believe that I have the physical conditioning and mobility necessary for me to engage in these activities safely.

I permit the use of any photos, slides, film, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purposes.

I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF DOGPOWEREDFUN WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

Lastly, I, for myself, my heirs, successors, assigns, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS DOGPOWEREDFUN, its members, directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected to my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of DogPoweredFun, LLC.

I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue DogPoweredFun LLC or Meghan Lytton as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

Print Name

If less than eighteen years of age, parent, guardian or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by DogPoweredFun, LLC, to participate in the activities of canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend DogPoweredFun, LLC, its members, directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals.

I, for myself and on behalf of said minor, further agree not to sue DogPoweredFun, LLC, or Meghan Lytton as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of canicross, dog carting, dog sledding, bikejoring, scootering, petting and handling of dogs and the use of property and animals.

I, for myself and on behalf of said minor, further agree to permit the use of any photos, slides, film or sketches of said minor taken during the day's activities for publicity advertising, promotion or other commercial purposes.

Signature of Parent, Guardian or Custodian of Minor

Date

Print Name of Minor