

Colanna Acres & Jerry Kurbatoff

WAIVER OF LIABILITY FOR Herding Activities

Name of Participant _____
(PLEASE PRINT)

Name of Dog _____
(PLEASE PRINT)

In consideration of my Dog’s participation in lessons/boarding, Herding Instinct Test I hereby irrevocably agree to waive any claims or cause of action I may now or in the future have against Jerry Kurbatoff and /or Colanna Acres & or , it’s directors, members and all organizers and volunteers of every kind or nature whatsoever (including, without limitation, claims or causes of action for personal injury or damage, damage to property or for contribution and indemnity or otherwise to myself as a Participant or to my Dog) to the fullest extent allowed by law, and I hereby fully and forever waive any common law, civil law or statutory rights I may have to make any such claims or causes of action, to the fullest extent allowed by law. I further agree not to make any claim or claims against anyone that may make a claim for contribution and indemnity against Jerry Kurbatoff and/or Colanna Acres and or its partners, officer, directors, employees, agents, contractors, volunteers, insurers and/or landlords, and each of their successors and assigns.

On behalf of myself and on behalf of my heirs, personal representatives, spouse, next of kin, successors and assigns, hereby understand, acknowledge and voluntarily agree with Jerry Kurbatoff and/or Colanna Acres & or its volunteers, partners, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their successors and assigns as follows:

1. I am aware that I am engaging in lessons, boarding or a Herding Instinct Test my Dog and that participating in the same, could cause injury to me or my Dog. I am voluntarily participating in lessons / boarding and the Herding Instinct Test my Dog and assume all risks of injury to myself/my Dog and/or property that might result. I agree to waive any claims or right I might otherwise have to sue Jerry Kurbatoff and /or Colanna Acres for injury to me or my Dog as a result of said lessons/boarding or Herding Instinct Test. In addition, I agree to indemnify and hold Jerry Kurbatoff nor Colanna Acres & or it’s volunteers, directors or members harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses paid, incurred and/or suffered by Jerry Kurbatoff and/or Colanna Acres or it’s volunteers, directors or members in the event that I or my Dog cause any injury, damage and/or harm to any other person or property while I or my Dog are participating in lessons/boarding or Herding Instinct Test. I have carefully read this waiver, which states that I assume all risks of injury to myself or my Dog.
2. I also agree to pay any veterinary bills that might arise out of the damage to any of the livestock or other animals on the property caused by my Dog, if my Dog is at fault. If the livestock or animal is maimed beyond help by a veterinary, then I agree to pay the full market value of the said livestock or animal that was maimed at the time of death.
3. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I participate or my Dog participates in lessons/boarding or Herding Instinct Test at Colanna Acres.

CONSENT TO THE COLLECTION AND USE OF PERSONAL INFORMATION

I understand I may have the opportunity, or my Dog may have the opportunity, to appear in photographs and/or video recordings at any point during the lessons/boarding/ Herding Instinct Test individually or as part of a group. My signature gives Jerry Kurbatoff and/or Colanna Acres & or and its individuals or associated partners permission, without receipt of payment or other conditions, to release and/or post/publish these photographs and/or video recordings.

Signature of the participant over the age of 18

Date