

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in the High Country K9 Keg Pull, and as consideration for the right to participate in the Activity. I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability, and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Lynn Smith and the High Country K9 Keg Pull, located at 903 Pine ridge Road, North Carolina 28604, their affiliates, successors, and assigns, for any physical, psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from this Activity.

I am voluntarily participating in the High Country K9 Keg Pull at my own risk. I am aware of the risks associated with participating in this activity which may include, but not limited to, physical, psychological injury, pain, suffering, illness, disfigurement, temporary or permanent. Disability ( including paralysis), economic or emotional loss, and death. I understand that these outcomes or injuries may arise from my own or other's negligence, conditions related to travel or the condition of the activity location. I assume all related risks, both know and unknown to me, or my participation in this activity.

I agree to indemnify and hold harmless Lynn Smith and the High Country K9 Keg Pull against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone acting on my behalf. If Lynn Smith incurs any of these types of expenses, I agree to reimburse Lynn Smith. I acknowledge that Lynn Smith and the High Country K9 Keg Pull and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Lynn Smith and the High Country K9 Keg Pull.

I acknowledge that i have carefully read this Waiver and Release and fully understand that it is a Release of Liability. I expressly agree to release and discharge Lynn Smith and the High Country K9 Keg Pull, agents, members, staff, volunteers, Heirs, representatives, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a Legal action against Lynn Smith and the High Country K9 Keg Pull for personal injury or property damage.

By signing this agreement I certify that I have read this agreement, That I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing of my own free will.

**Participants Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

