

Wolf River Working Dogs 2020 Club Trial
November 20-22, 2020

GUEST RELEASE AND WAIVER OF LIABILITY

NOTICE TO EXHIBITORS AND SPECTATORS - SAFETY, BEHAVIOR and LIABILITY The safety of the dog is our primary concern. By entering this trial, exhibitors acknowledge that they are familiar with the rules and regulations of this sport, and that their dogs are familiar with and able to perform safely. **It is expressly understood** that exhibitors alone are responsible for the behavior of their dogs and/or children. Any exhibitor whose dogs and/or children create an unnecessary disturbance or repeatedly engage in unsafe or disruptive behavior may, at the discretion of the trial committee, be asked to leave the show site. In such case, no refund of any fees paid will be made. Wolf River Working Dogs, and its agents, employees, etc., will assume no responsibilities for any loss, damage or injury sustained by exhibitors or handlers, or to any of their dogs or property and further assumes no responsibility for injury to children. Wolf River Working Dogs, reserves the right to decline entries for cause and may remove any dog on account of aggression. No one shall have any recourse or claim against Wolf River Working Dogs, or any official thereof. **All dogs must be on leash** at all times when on trial grounds except when competing.

I certify that I am the actual owner of the dog, or that I am the duly authorized agent of the actual owner whose name I have entered. In consideration of the acceptance of this entry, I (we) agree to abide by the rules and regulations of Wolf River Working Dogs and the American Working Malinois Association, in effect at the time of this event, and any additional rules and regulations appearing in the FB event site of this event and entry form and any decision made in accord with them. I (we) agree that the club holding this event has the right to refuse this entry for cause which the club shall deem sufficient. I (we) certify and represent that the dog entered is not a hazard to persons or other dogs. In consideration of the acceptance of this entry and of the holding of this event and of the opportunity to have the dog judged and to earn titles and win awards, I (we) agree to hold Wolf River Working Dogs, the event-giving club, their members, directors, governors, officers, agents, superintendents or event secretary and the owner and/or lessor of the premises and any provider of services that are necessary to hold this event and any employees or volunteers of the aforementioned parties, and any WRWD/AWDF approved judge, judging at this event, harmless from any claim for loss or injury which may be alleged to have been caused directly or indirectly to any person or thing by the act of this dog while in or about the event premises or grounds or near any entrance thereto, and I (we) personally assume all responsibility and liability for any such claim; and I (we) further agree to hold the aforementioned parties harmless from any claim for loss, injury or damage to this dog.

Additionally, I (we) hereby assume the sole responsibility for and agree to indemnify, defend and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including myself (ourselves), or on account of damage to property, arising out of or in consequence of my (our) participation in this event, however such, injuries, death or property damage may be caused, and whether or not the same may have been caused or may be alleged to have been caused by the negligence of the aforementioned parties or any of their employees, agents, or any other person.

Photography and video is permitted following these guidelines: Photographs, video or other recordings may not be made, nor made publicly available or used in other communications – including private websites, social networking communications or any other public media - without the express consent of all parties captured in the photo or recording.

I HAVE READ AND AM IN AGREEMENT WITH THE TERMS OF THIS RELEASE AND UNDERSTAND THAT BY SIGNING THIS RELEASE I AM RELINQUISHING AND WAIVING CERTAIN LEGAL RIGHTS I OTHERWISE WOULD HAVE.

Date _____

Name (Please Print)

Signature

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

If you attend any aspect of the Wolf River Working Dog 2020 Trial, sanctioned by AWMA, November 20 – 22, in any capacity, you must complete prior to admittance.

THIS INCLUDES OWNERS, HANDLERS, TRIAL ASSISTANTS, SPECTATORS, FAMILY, GUESTS, JUDGES, ANY PROVIDERS OF SERVICES AND THEIR STAFF, AND VOLUNTEERS. THERE ARE NO EXCLUSIONS OR EXCEPTIONS.

I am fully aware of the risks involved with entering 10170 Dickenson Rd., Winnebago IL 61088 (herein, the “Trial Grounds”) premises and facilities located at the Trial Grounds, as well as any transportation and/or hotel associated with the Trial Grounds and/or Wolf River Working Dog, or American Working Malinois Association (“WRWD”, “AWMA”) (collectively, the “Facilities”) during the COVID-19 pandemic (or with respect to any related or similar infection, which together are herein referred to as “COVID-19”). I am entering into this Waiver knowingly and on my own behalf.

As a condition of my being allowed to enter the Trial Grounds, I will fully comply with: (i) any health and safety protocols and mitigation measures implemented by the Trial Grounds and/or WRWD/AWMA; and (ii) all local, state and federal requirements, each of (i) - (ii) as amended from time to time (collectively, the “COVID-19 Protocols”). If I test positive for COVID-19 or am exposed to someone who has tested positive for COVID19, I agree to notify the WRWD/AWMA promptly and before reentering the Facilities.

I acknowledge that the risks involved with entering the Trial Grounds and being in the presence of other people during the COVID-19 pandemic include, but are not limited to, contracting COVID-19, respiratory failure, death, and transmitting COVID-19 to family or household members and others who may also suffer these effects. I further understand that compliance with the COVID-19 Protocols will not eliminate these risks, even with social distancing and other safety measures in place at the Trial Grounds. Notwithstanding the foregoing, I elect to voluntarily participate in entering the Trial Grounds with full knowledge that doing so may be hazardous to my health and those with whom I may come into contact.

I voluntarily assume full responsibility for any risks of loss or personal injury, including serious illness, injury or death, that may be sustained by me or by others who come into contact with me, as a result of my presence in the Trial Grounds, whether caused by the negligence of the WRWD/AWMA or the Trial Grounds or otherwise. To the fullest extent permitted by law, I release, waive, forever discharge and covenant not to sue the Trial Grounds, WRWD, AWMA, and any respective affiliates and each of the foregoing’s respective administrators, members, officers, directors, employees, volunteers, sponsors, vendors, contractors, medical services providers, judges, officers, committee members or event secretary, and agents, (the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me or by others who come into contact with me, whether caused by the negligence of the Releasees, other entities or individuals, or otherwise as a result of, or related to, my decision to enter the Trial Grounds.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER. It is my express intent that this Waiver binds; (i) the members of my family and spouse, if I am alive, and (ii) my heirs, assigns and personal representatives, if I am deceased. I understand that this Waiver does not apply to any claim that, as a matter of law, cannot be released by private agreement.

If any of the provisions, terms or clauses of this Waiver is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Waiver shall remain valid and binding upon both parties.

I agree that any controversy or claim between me and any of the Releasees arising out of or relating to this Waiver or my presence at the Trial Grounds during the COVID-19 pandemic shall be resolved by confidential, final and binding arbitration administered by the American Arbitration Association (“AAA”) pursuant to the Federal Arbitration Act (“FAA”). All proceedings brought pursuant to this paragraph will proceed before a single arbitrator, who shall be an experienced arbitrator licensed to practice law in the State of Wisconsin, take place in the County of Winnebago, State of Illinois, and be conducted in accordance with AAA’s applicable rules. The parties agree that (i) any and all issues relating to arbitration or this arbitration clause, including, without limitation, the threshold question of arbitrability or the enforcement or validity of this arbitration clause, will be delegated to the arbitrator selected pursuant to this provision, (ii) the arbitrator will have the power to award any remedies, including, attorneys’ fees and costs, available under applicable law, (iii) judgment upon the award that the arbitrator renders may be entered in any court having jurisdiction, and (iv) the arbitrator’s award may be vacated or modified only on the grounds specified in the FAA or other applicable law.

I agree that all controversies and claims between me and any of the Releasees arising out of or relating to this Waiver or my presence at the Trial Grounds during the COVID-19 pandemic must be pursued on an individual basis only. By signing this Waiver, I waive my right to commence, or be a party to any class actions or collective claims against the Releasees.

I agree that this Waiver shall be construed in accordance with the laws of the State of Illinois without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

Sign Name:

Address:

Electronic signatures not allowed

Print Name:

Date:

Phone:

FOR USE BY PARENT OR GUARDIAN OF MINOR: I represent that I am a parent (or guardian) of the minor who has signed this Waiver. I have read this Waiver and hereby agree irrevocably that I and said minor will be bound by all the provisions contained herein.

Sign Name:

Date:

Electronic signatures not allowed

Print Name:

E-mail:
