

Mutt Strut 5K Dog Walk

Waiver and Release

I know that walking in a dog walk is a potentially hazardous activity. I should not enter and walk unless I am medically able. I agree to abide by any decision of a volunteer relative to my ability to safely complete the walk. I assume all risks associated with walking in the Mutt Strut dog walk, including but not limited to falls, contacts with other participants/dogs, the effects of the weather including high heat and/or humidity, low temperature, conditions of the course, and all risks are known and appreciated by me. All persons handling a pet must be at least 18 years of age. Any intact male dogs must be closely monitored. **ALL DOGS MUST REMAIN ON A SIX FOOT LEASH WHILE IN THE PUBLIC WAY FOR THIS EVENT. ALL DOGS MUST BE SOCIAL AND DOG AND HUMAN FRIENDLY. ANY DOG SHOWING ANY SIGNS OF FEAR, STRESS OR AGGRESSION WILL BE ASKED TO LEAVE. NO REFUND PROVIDED!!** Female dogs in heat and puppies under the age of 12 weeks of age are prohibited from this event. All dog owners/handlers assume responsibility for any injury and/or death of a pet or person caused by their pet while participating in this event.

Having read this release and knowing these facts and in consideration of your accepting my entry, I for myself and anyone entitled to act on my behalf or on behalf of my estate, waive and release all parties associated with the Mutt Strut Dog Walk, including but not limited to Matted Mutts, Genesee County, Volunteers For Animals of Batavia, Genesee County Park, all sponsors of the race, and any other persons assisting with the race, and their officers, agents, employees, volunteers, successors and assigns ("Released Parties"), from all claims or liabilities of any kind arising out of my participation in the walk even though the liability may arise out of negligence or carelessness on the part of the Released Parties. I hereby agree to waive, release and forever discharge, on behalf of myself and my heirs, executors, administrators, legal representatives, assignees, and successors in interest, any and all claims for damages, rights or causes of actions which I may have, or which may hereafter accrue, against the Released Parties, including any claims arising from the Released Parties' own negligence. I further agree to indemnify and hold harmless the Released Parties from any claims, rights or causes or actions which may accrue to any individual or entity participating in, involved with or present at the Mutt Strut Dog Walk as a result, directly or indirectly, of my own acts or omissions, or the acts or omissions of my pet, during my participation in or association with the Mutt Strut Dog Walk, and that I shall indemnify the Released Parties for any damages awarded or expenses incurred as a result of any such claims, rights or causes of action, including, but not limited to, attorney fees and court costs. I certify and affirm that my pet has been vaccinated for rabies, that it is not known to be vicious, and that it is free of any disease or condition, which would make it a danger to any participant, spectator, or other individual. I accept all liability for damage to property or persons caused by myself or my pet. I understand that this Release Agreement is a contract, which has legal consequences and state that I have read all of its terms, fully understand them and am legally competent to execute this Release Agreement.

I also grant permission for the use of any photographs, motion pictures, recordings or any other record of my participation in this event for any legitimate purpose. I understand that if the run is canceled because of circumstances beyond the control of the walk committee and sponsors, including, but not limited to unsafe weather conditions or governmental ban, my entry fee will not be refunded.

Print Name: _____

Signature: _____

(Guardian must sign it under 18)

Date: