



INDEMNIFICATION, RELEASE OF LIABILITY & ASSUMPTION OF RISK¹

Tax ID#: 45-0624014 | 501(c) 3 Non-Profit

www.bulliesandbuddies.com

bulliesandbuddies@gmail.com;

(310) 462-8480

I, (“**Releasor**”) _____, the undersigned, expressly and voluntarily assume full responsibility for my participation in, or undertaking of _____ (the “**Activity**”), for all risks of any and every kind involved with or arising out of my participation in, or undertaking of, any canine-related Activity associated with, on behalf of, or contracted by **BULLIES & BUDDIES RESCUE** (“**Releasee**”).

My assumption of all risks associated with the Activity described herein includes, but is not limited to, Activities such as: Fostering any **Bullies & Buddies Dog(s)**; grooming, feeding, medicating, placing/attaching to a Dog training devices, aids, or equipment (such as, but not limited to, “Halti’s, harnesses, “choke chains,” prong collars, buckle or “martingale” collars, long-lines, leashes, slip leads, e-collars, muzzles, vests, wound dressings, or any type of body covering) while preparing or engaging with any Dog the subject of this Release for adoption events, “meet-and-greets,” training sessions, walking a Dog to/from a kennel, removing or placing any Dog owned, trained, boarded or being fostered/which I am fostering for **Bullies & Buddies Rescue** into any play yard, kennel, crate, or vehicle, taking any such Dog to a dog park, veterinarian, grooming parlor or walk (whether on or off any facility premises or residence at which the animal is being cared for/treated by a veterinarian, fostered, boarded or trained), off-site training sessions or “play groups,” whether I am alone, on a social visit with the Dog or with any trainer, assistant trainer, owners, guests, agents, employees, or independent contractors of **Bullies & Buddies Rescue**.**

This Release recognizes acknowledges that I accept total liability and responsibility for any Dog(s) the subject of this waiver and that I am waiving any implied liability or responsibility on the part of **Bullies & Buddies Rescue** as to myself or any third party who might be in the presence of or handle the Dog(s) subject to this Agreement, whether at my invitation/with/without prior written approval of **Bullies & Buddies Rescue**.

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This Release applies to all interactions with **Bullies & Buddies Rescue** Dogs that are under the care, supervision, direction, or training instruction of the Releasor or its authorized Agents or Representatives.

This Waiver releases and indemnifies **Bullies & Buddies Rescue** owners, guests, agents, employees, representatives, or independent contractors from recreational and/or professional Activities while any **Bullies & Buddies** Dog(s) subject to this Agreement is/are in my possession, custody, or under my control.

This Release further applies whether the Dog(s) is/are supervised or unsupervised at the time of any incident (such as being left in boarding or training without the prior express written consent of **Bullies & Buddies Rescue**) and regardless of the individual's affiliation with **Bullies & Buddies Rescue**.

Without limiting the generality of the foregoing, I hereby agree to irrevocably release, indemnify, hold harmless and will provide for the defense of **Bullies & Buddies Rescue**, its owners, guests, agents, employees, attorneys and independent contractors, and anyone claiming on my behalf any affiliates, successors and assigns, directors, officers, employees, independent contractors, representatives, partners, agents and anyone claiming through them (collectively, the "**Released Parties**") in their individual and/or corporate capacities, from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss, or damage to person or property that may be sustained as a result of participation in any canine-related Activity associated with **Bullies & Buddies Rescue** ("**Claims**").

I understand my assumption of risk does not release **Bullies & Buddies Rescue** from exercising the prudence and care that a reasonable individual, professional, employee, or any agent, employee or independent contractor associated with **Bullies & Buddies Rescue** would exercise under the circumstances for any Activities subject to this Release.

I acknowledge my participation in *any* type of canine-related Activity subject to this "Indemnification, Release of Liability & Assumption of Risk" might cause a multitude of injuries, damages, or even death, and I understand that the risks I hereby assume have the potential to directly result from the nature of canine-related Activities in general.

By executing this "Indemnification, Release of Liability & Assumption of Risk," I knowingly expose myself to the inherent hazards and risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and possibly even death, and I assume, nonetheless, all related risks and voluntarily participate in any such canine-related Activity subject to this Release. While participating in such high-risk Activities, I further always agree that I will follow any guidelines protocols or procedures that have been put in place by **Bullies & Buddies Rescue**. I further warrant that I do not suffer from any physical or psychological impediment or condition that might cause my participation in any canine-related Activity to be dangerous or otherwise inadvisable.

Initial _____ (**Releasor**)

I further agree that I will not hold **Bullies & Buddies Rescue**, its owners, guests, agents, employees, attorneys and independent contractors responsible or liable in any way for decisions made as to any medical treatment (including, but not limited to, decision-making as to emergency services, ambulatory services, hospitalization, ensuing treatment(s) or surgery/surgeries, or any medical professional services) that might be necessary as a result of injury or any incident related to any canine-related Activities subject to this “Indemnification, Release of Liability & Assumption of Risk.”

I acknowledge by my signature that participation in canine-related Activities is an inherently dangerous undertaking due to a multitude of unpredictable factors such as, but not limited to, the following:

- The propensity of Dogs to behave in ways that may result in injury, harm, or death to persons around them;
- The unpredictability of a Dog's reaction to such things as sounds, natural or man-made, sudden movements, unfamiliar objects, persons and domesticated or wild animals that might be encountered;
- Certain hazards inherent to any such canine-related Activities subject to this Agreement, such as surface and sub-surface conditions or uneven terrain, and unpredictable weather conditions;
- The risk inherent to collisions with other canines, person, objects, vehicles, domestic or wild animals, or objects that cannot be foreseen;
- The potential of another Dog owner, handler, walker, trainer/assistant trainer, groomer, veterinarian, veterinary technician, kennel staff or any other individual to act in a negligent manner that may contribute to my injury, such as might happen should a Dog owner/handler of any type fail to maintain control over a Dog(s) in their care, custody or control, or find themselves unable to control their Dog(s);
- I understand that **Bullies & Buddies Rescue** Dogs might have been abandoned or relinquished by their prior owners or adopted directly out of animal shelters and, as such, **Bullies & Buddies Rescue** makes no guarantees or statements regarding the Dog(s) subject to this Release, as to age, breed, health, or temperament.
- While **Bullies & Buddies Rescue** has made every effort to provide me with an accurate and complete history and/or prior assessment and any records as to the Dog(s), potential issues relating to the Dog's(s') health, training, safety around other people or animals or general compatibility known to them, I realize that aspects of the Dog(s) behavior, temperament, or degree of training might remain unknown. I accept all liability associated with the Dog, with all its defects, whether obvious and/or documented, or unobserved/unknown and assume all risks by entering into the Release.
- I acknowledge that the full extent of **Bullies & Buddies Rescue's** knowledge of the Dog's behavioral and/or health history has been provided to me at the time of my entering into this Release.

Initial _____ (Releasor)

- *** If I am engaged to provide any professional care relating to any Dog(s) owned, fostered, or funded by **Bullies & Buddies Rescue** subject to this Release (such as, but not limited to, **BULLIES & BUDDIES WAIVER/ASSUMPTION OF RISK: Hewitt Law**. All Right Reserved. Do not copy, alter, or transfer without written permission of **Hewitt Law***

*behavioral training, walking, kenneling, grooming or exercising any Dog(s)), I hereby acknowledge that I have been engaged by **Bullies & Buddies Rescue** as a result of my claim(s) that I possess the knowledge, requisite skill, necessary training and overall experience to undertake the canine-related Activities associated with this Release, which might present the risks outlined herein. I further acknowledge that I am being compensated by **Bullies & Buddies Rescue** under a fee-for-service contract (that might be written or verbal) in order to participate in such Activities. Should anyone other than myself handle any Dog(s) subject to this Release, I acknowledge that their participation is under my sole direction and supervision. I will irrevocably release, indemnify, hold harmless and will provide for the defense of **Bullies & Buddies Rescue**, its owners, guests, agents, employees, attorneys and independent contractors, affiliates, successors and assigns, directors, officers, employees, independent contractors, representatives, partners, agents, and anyone claiming through them.*

Initial _____ (Releasor)

I agree to indemnify Releasee against all claims, actions, lawsuits, damages, or judgments, including attorney's fees and costs arising out of, or relating to, my participation in any canine-related Activities or any action or proceeding, including court costs, directly or indirectly resulting from canine-related Activities associated with **Bullies & Buddies Rescue**, or in any way related to this "Indemnification, Release of Liability & Assumption of Risk." Furthermore, following final adjudication on any matter related to this Release, I acknowledge that the prevailing party will be promptly compensated for reasonable attorney fees or associated court costs. I have full authority to release all such claims, actions, lawsuits, damages, or judgments, and have not assigned or transferred the right to release any present or future claims, actions, lawsuits, damages, and judgments to any other party.

I, the undersigned, represent and warrant that: (a) I have the full power and authority to enter into this Release and agree to perform its obligations hereunder; (b) that this Release constitutes a legal, valid, and binding obligation of such party, and is enforceable against such party in accordance with its terms; (c) this Release does not contravene, violate, or conflict with any other Release or Agreement of any Party.

I have carefully read and fully understand all the provisions of the Release and if I elect not to have the foregoing reviewed by an attorney of my choosing prior to execution of this Release, I acknowledge that I have chosen to sign it freely, knowingly, and voluntarily, and without duress or persuasion by **Bullies & Buddies Rescue**, its owners, guests, agents, employees, attorneys, or independent contractors.

Initial _____ (Releasor)

GENERAL PROVISIONS

1. **MERGER, ENTIRE AGREEMENT & SEVERABILITY:** The provisions of this Agreement are severable and if any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Agreement may not be altered, amended, or modified except by a *written document signed by both parties* to the Agreement.

2. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts. Copies, facsimile copies, or electronically reproduced versions of any signature pages shall be deemed originals for all purposes.

3. **APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES:** The terms of this Agreement shall be governed by the laws of the State of California. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in Los Angeles County. In the event a lawsuit is brought with respect to enforcing any part of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such an action.

4. **EXPRESS CONSENT TO THE USE OF ELECTRONIC SIGNATURES:** The Parties expressly agree to the use of electronic signatures. Such signatures may be represented as typewritten name(s) and/or initials, electronically placed on this document and then recorded electronically. Any such electronic signature shall have the full force and effect as if any Party had signed in person. The Parties further agree that no certification authority or other third-party verification is necessary to validate the Parties' electronic signatures and that the lack of such certification or third-party verification will have no effect upon the enforceability of this contract in relation to any Party's signature.

ACKNOWLEDGMENTS

I am over 18 years of age and acknowledge that I have had sufficient time to review this Agreement in its entirety and to seek professional advice as to any term or clause contained herein prior to execution.

Signature of Releasor/Participant: _____

Printed Name of Releasor/Participant: _____

Address of Releasor/Participant: _____

Email: _____ **Telephone:** () _____

Date: _____, 20 ____

Signature of Parent or Guardian (if Participant is a Minor: _____

Printed Name of Parent or Guardian: _____

Address of Parent or Guardian:

Email: _____ Telephone: () _____

Date: _____, 20 ____

Signature of Releasee/**BULLIES & BUDDIES RESCUE** Representative

_____ Date: _____, 20 ____

Printed Name of Releasee /Associated Organization/Entity Representative
