

RELEASE/WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR SWAMP MOUNTAIN BIKE CLUB, INC.

(SWAMP MOUNTAIN BIKE CLUB INC. is a Florida Not For Profit Corporation)

1. IN CONSIDERATION of SWAMP MOUNTAIN BIKE CLUB, INC. (hereinafter referred to as "**SWAMP**") allowing me and my dog to participate in this SWAMP activity or event and permitting my access to and use of SWAMP services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, for myself, and on behalf of myself, my spouse, significant other, children, parents, guardians, heirs, next-of-kin, legal representatives, personal representatives/executors, administrators, trustees, agents/attorney-in-fact, surrogates, and successors and assigns (all hereinafter referred to as "**RELEASORS**"), hereby agree to and make the following contractual representations, pursuant to this Release/Waiver of Liability and Hold Harmless Agreement (hereinafter referred to as "**RELEASE AGREEMENT**").
2. I, _____, certify that my dog, (*name of dog*) _____ :
 - a. is vaccinated for and up to date on Rabies, Distemper, Parvo, Canine Influenza and Bordetella vaccinations. Upon request, I agree to provide SWAMP with copies of my dog's vaccination records prior to bringing my dog to any activity or event.
 - b. is in general good health, free of ticks and fleas, and on a continuing flea and tick preventative.
 - c. has never harmed another dog or any individual or displayed any signs of aggression toward other dogs or individuals— regardless of age, gender or race. I further acknowledge that my dog has never been involved in any type of lawsuit with respect to a prior dog bite claim.
 - d. meets all municipal and state licensure and other requirements.
 - e. has a temperament conducive for safe social interaction with other dogs and persons of all ages.
 - f. will remain leashed, attended and managed properly at all times during any SWAMP activity or event.
3. Because dogs' pack instincts, behaviors, and reactions are unpredictable, there are inherent risks in exposing me and my dog to other individuals and their dogs. Even when closely monitored, risks may include, without limitation: (a) transfer of communicable illness including, but not limited to, bordetella virus ("kennel cough") and canine influenza, and (b) injuries including, but not limited to, broken nails, sore pads, abrasions, lacerations, punctures, and even death. I fully acknowledge and assume full liability for all injuries and damages due to risks, known and unknown, which may be either caused by me and/or my dog to other persons and/or their dogs, or which may be inflicted on me or my dog by other persons and/or their dogs.
4. All dogs are required to be vaccinated; however, no vaccine for airborne illnesses is 100% effective, and I understand my dog may still contract an airborne illness or any illness despite being vaccinated.
5. If during the activity or event, my dog becomes ill, is injured, or passes away, and I am not immediately available, I authorize and herein consent to SWAMP seeking and obtaining, at my expense, the necessary care and treatment for my dog. A veterinarian selected by SWAMP in its sole discretion, is hereby granted the right to make medical decisions and provide necessary treatment for my dog if I am unavailable.
6. I acknowledge that photographs, video recordings (including by unmanned aerial vehicles) may be taken of me and my dog during the activity or event. I herein give permission and authorization for those materials to be used for promotional and media purposes by SWAMP and its sponsors.
7. I acknowledge and agree that I have a continuing duty to disclose any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that, at SWAMP'S sole discretion, may affect, limit or prevent my dog's ability to participate in any SWAMP activity or event .

8. I certify that (a) I have given full disclosure of any history of aggressive behavior by my dog, and understand that failure to do so will result in my dismissal from any SWAMP activity or event and no refund shall be given. (b) My dog's behavior now and in the future is solely my responsibility while he/she is at a SWAMP activity or event. Should any behavior on the dog's part result in damage to the property, employees, person of a third party, or another dog, I agree to bear full responsibility for same and hereby agree to expressly and forever generally waive, discharge, agree to bear full responsibility for same and discharge claims, indemnify, release from liability, save, hold harmless and defend SWAMP, its directors, officers, employees, instructors, guides, agents, affiliates, promoters, organizers, representatives, independent contractors, vendors, volunteers, subcontractors, suppliers, sponsors, successors, and assigns (all hereinafter referred to as "RELEASEES") from and against any and all injury, liability, claims, litigation, actions, suits, costs, losses, damages, attorney's fees, expenses or demands of every character whatsoever on account of, arising out of, resulting from or relating to in any way to (i) any act of omission of the RELEASEES, (ii) my dog's participation at any SWAMP activity or event. I agree that this release is binding on me and my successors, heirs, legal representatives and assigns. I expressly and forever release SWAMP from any duty to protect me or my dog from injury of any kind, and agree that any implementation of safety precautions by SWAMP will not waive SWAMP'S right to be indemnified as provided hereunder, and such precautions will not alter this RELEASE AGREEMENT. I intend for this agreement to be a complete and unconditional release of all liability of SWAMP to the greatest extent permitted by law; I agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.

9. I fully understand that: (a) there are inherent risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death to human or dog; and (b) there may be other risks which I will assume if not known to me or any RELEASEES nor readily foreseeable at this time (collectively, "risks"). "Sickness" includes any illness not limited to bordetella (kennel cough), canine influenza, bloat, or any other form of contagious disease. I fully accept and assume all risks and responsibility for all risks, including, without limitation, all losses, costs and damages incurred as a result of my dog's participation at any SWAMP activity or event, including any veterinarian expenses.

10. In the event of any litigation commencing or arising out of enforcement of this Agreement, then the prevailing party in such action shall be entitled to an award of its costs of litigation, including attorney's fees.

11. I acknowledge that I have read and understand, each clause expressed in this RELEASE AGREEMENT. This RELEASE AGREEMENT will last in perpetuity for so long as I bring my dog to participate in any SWAMP activity or event.

By signing this agreement, I certify the accuracy of all information provided about my dog.

I CONFIRM THAT I, (Print Name) _____, AM OVER 18 YEARS OF AGE, CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE, AND HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT.

Signature _____ Date: _____

Phone #: _____ Email: _____