

## **Chuck & Don's Waiver of Liability Release**

I, the designated representative for my group/organization, understand that by using Chuck & Don's Pet Food & Supplies. space for my groups/organizations event(s), I may be putting myself, family (including minor children), team members, guests, and/or pets who may attend our event, in a situation not without risk. Some of the domestic animals that I/we may be exposed to could be hard to handle and could cause injury, even when handled with the utmost care. I understand that our event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby confirm that my participation is voluntary and that my group/organization knowingly assumes all such risks associated with our event.

Domestic animals may, without any warning, bite or cause injury to humans and other dogs. I acknowledge and understand that there are certain risks involved in allowing animals in my groups/organizations care to participate in this event including but not limited to: Animal fights, animal bites to humans or other animals, and the transmission of disease. I acknowledge that every animal reacts differently and that animals by nature are unpredictable.

### **Please read and initial each statement below:**

\_\_\_\_\_ I understand that my group/organization is solely responsible for all harm and damages caused by my domestic animal while he/she is attending this event.

\_\_\_\_\_ I certify that my animal(s) is/are in good health and their vaccinations are up to date and I can provide proof of current vaccinations upon request.

\_\_\_\_\_ I recognize that there is an inherent risk of illness or injury when dealing with animals. Such risks included but not limited to, illness due to sharing toys or common water bowls, problems resulting from rough play such as soreness or stiffness, bumps, bruises and scratches, problems resulting from high energy play such as fatigue, sore paws, blisters, or abrasions on the feet.

I and my team will assume all risk of any injury or damage to or loss or destruction of any property arising or resulting directly or indirectly from the actions of any animal(s) or any individual attending the event, while in Chuck & Don's store, on the grounds and any surrounding area. I understand that I am responsible for making sure that my animal(s) is/are up to date on vaccinations, and to the best of my knowledge is healthy. I understand that any time my animal(s) is/are in contact with other animals it may expose him/her to minimal risk of communicable disease. I hereby waive and release Chuck & Don's Pet Food & Supplies and any of its team members, officers and corporate office members and all persons acting on Chuck & Don's behalf from any and all liability for injury, damage or illness that I or my animal(s) may incur while attending/participating in this event.

### **Indemnification and Hold Harmless**

I, the undersigned representative of my group/organization, recognize that participation in our scheduled event is strictly voluntary. I/we also agree to indemnify and hold Chuck & Don's Pet Food & Supplies harmless from any and all damages and injury caused to myself, or others that accompany me along with claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought (whether by myself or by any third party) as a result of my involvement in the event and to reimburse them for any such expenses incurred.

### **Release and Waiver**

To the maximum extent permitted by applicable law, you hereby release, and waive all claims against Chuck & Don's Pet Food & Supplies and its officers, team members, and corporate office staff and all persons acting on Chuck & Don's behalf from any and all liability for claims, damages, costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with this said event. This agreement shall be interpreted in accordance with the laws of the State of Minnesota, Wisconsin and Colorado.

**Acknowledgment of Understanding**

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

This agreement is in effect for 1 year from the date of this signed form. Each agreement will be required to be renewed annually thereafter.

Organization Name, if applicable: \_\_\_\_\_

Private Party, if applicable: \_\_\_\_\_

Representative Name: \_\_\_\_\_  
Print Name

Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For Private Party use only:**

As the designated group organizer for my private event I \_\_\_\_\_ acknowledge I am responsible for communicating this agreement for the use of Chuck & Don's space to my guests in attendance of the event. I have provided a copy of this waiver release to my guests and will have each guest in attendance sign below acknowledging they reviewed this document. Each of my guests is herein responsible for their own action and for the actions of their pet(s) in attendance.

**Acknowledgment of Understanding for each guest**

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**Guests in attendance:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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