

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT 2023

(Hereinafter referred to as the Release Agreement)

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Signature of Participant

To: North American Versatile Hunting Dog Association (NAVHDA) – Toronto Chapter of the Province of Ontario and its Directors, officers, instructors, guides, judges, representatives, independent contractors, subcontractors, suppliers, sponsors successors and assigns (all of whom are hereinafter referred to as the “Releasees”)



DEFINITION

IN THIS Release Agreement, the term Versatile Hunting Dog Testing (“Testing”) shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to testing; training, orientation and instructional courses, seminars and sessions; travel transport and accommodation: and other such activities, events and services in anyway connected with or related to testing.

ASSUMPTION OF RISKS

I am aware that testing involves many risks, dangers, and hazards. The risks, dangers, and hazards including, but not limited to loss of balance; difficulty or inability to control one’s speed and direction; variation of steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; mechanical failure of equipment; variation or changes in the testing surface including snow, ice, rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for testing; travel on highways and backcountry roads; injury or death from stray bullets; hearing loss/tinnitus due to gun shot; encounters with domestic and wild animals including dogs, coyotes, wolves and bears; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated from ones party; negligence of other participants, and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF TESTING.** Communication in the remote terrain which is sometimes used for testing is difficult and in the event of an accident, rescue and medical treatment may not be readily available

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH TESTING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Testing and permitting my use of their services, equipment and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of my participation in TESTING DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE ON THE PART OF

THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN TESTING REFERRED TO ABOVE;

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in Testing.
2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
3. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the Testing takes place and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Testing takes place and shall be within the exclusive jurisdiction of the Courts of that province.

MINORS

A parent or legal guardian may sign this form on behalf of a minor, in such case, the parent or legal guardian acknowledges that he/she/other is signing this document on behalf of the minor and that the minor is bound by the terms of this document. The parent or legal guardian explicitly acknowledges that signing this document affects the legal rights that the minor may have and agrees that but for the foregoing, the Releasee would not permit the minor's participation in Testing.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Testing, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

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| Witness |
| Name (Please print clearly) |

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| Signature of Participant |
| Please print name clearly |
| Signature of Parent or Guardian if Participant is not age of majority |



**North American Versatile
Hunting Dog Association**