

Release and Assumption of Risk Agreement  
("The Agreement")

I have elected to enroll with Staten Island Companion Dog Training Club located in Staten Island, New York, ("the premises"). In consideration for my enrollment at said location, or at any other location within the State of New York, I represent, acknowledge and agree as follows.

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to the Staten Island Companion Dog Training Club, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "SICDTC" or "Releasee").

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that my voluntary enrollment in instructional courses, seminars, trials/events, use of the Agility Field, ingress and egress on the premises, membership, and/or participation in any other activities or meetings offered by SICDTC is inherently dangerous and I agree to assume these risks. These risks include, but are not limited to, damage to personal property, physical or emotional injury, illness, and contracting the novel Coronavirus, also known as SARS-CoV-2, (COVID-19) to myself, my dog(s), third parties, and/or any or all persons who enter the premises or otherwise participate in the above activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for instructional purposes and completely voluntary. I acknowledge and agree that, while the activities that take place at the SICDTC are monitored by SICDTC employees, trained volunteers, and/or members it is not feasible for the SICDTC to monitor the activities and actions of all patrons and dogs at all times or simultaneously. In addition, I acknowledge that the dogs at the premises, including my own, may be difficult to control, even when handled with the greatest amount of care. I assume any and all risks inherent in my participation or presence at the premises. Furthermore, while the SICDTC employees and staff seek to ensure safety of all patrons, they may be unaware of a participant's health or abilities.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue SICDTC, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my enrollment, participation, and use of the premises and/or its equipment, my entry into the premises, the condition, maintenance,

inspection, supervision, control or security of the premises, the failure to warn of conditions in connection with the premises, and/or the acts or omissions of SICDTC or any of the Releasees, including, without limitation, the negligence of Releasee, any claim of negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I agree to assume and accept all risks arising out of, associated with or related to participation in the activities offered by and the SICDTC and use of the premises, including any and all risks caused by the negligence of Releasee. I understand that this release and waiver applies to participation in instructional courses, seminars, use of the Agility Field, trials/events, ingress and egress from the premises, and all activities that I engage in at the premises, whether inside or outside. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, or by any other party, I shall immediately defend, indemnify and hold harmless the Releasees from any suit, claim, loss or liability, including reasonable attorneys' fees, associated therewith arising from my presence or my dog's(s') presence at the premises and from any alleged liability of SICDTC, including its own negligence.

### COVID-19 LIABILITY RELEASE WAIVER

The World Health Organization and the Centers for Disease Control (CDC) have declared the novel Coronavirus, also known as SARS-CoV-2, (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets and other means, the risk of transmission cannot be eliminated even through adherence to state, federal, and local guidelines.

In consideration of my participation in the foregoing, the undersigned acknowledges and agrees to the following:

- ✓ I am aware of the existence of risk by virtue of my presence at the premises and/or my participation in courses, seminars, or activities of the SICDTC that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death;
- ✓ I have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or any other symptoms relating to COVID-19 or any communicable disease within the 14 days prior to the start date of any activity in which I enroll;
- ✓ I, or any member(s) of my household, have not traveled by sea or by air, internationally within the past 30 days prior to the start date of any activity in which I enroll;
- ✓ I, or any member of my household, have not visited any area within the United States that was reported to be highly affected by COVID-19, including any location with a travel advisory as designated by the State of New York (see <https://coronavirus.health.ny.gov/covid-19-travel-advisory>) in the past 30 days prior to the start date of any activity in which I enroll;

- ✓ I, or any member(s) of my household, have not been diagnosed or tested positive as being infected with the COVID-19 virus within the last 30 days;
- ✓ I agree not to enter the premises, interior or exterior, including the Agility Field, or participate in any instructional classes or other activities if any of the above circumstances arise.

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during my participation in any activities at the premises of the Staten Island Companion Dog Training Club (“SICDTC”) and I recognize that my voluntary participation or presence at the premises renders me, or any person or dog I bring to the premises, at risk of contracting COVID-19.

With full knowledge of the risks involved, I hereby release, waive, discharge SICDTC, its board, officers, independent contractors, affiliates, employees, representatives, successors, agents, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me, my dog, my family, or anyone that I bring to the premises related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities, including without limitation any negligence of the Staten Island Companion Dog Training Club, that may lead to unintentional exposure or harm due to COVID-19. My voluntary participation and presence at the premises assumes the risks set forth above.

I agree to indemnify, defend, and hold harmless SICDTC from and against any and all costs, expenses, damages, lawsuits, liabilities and/or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the Released parties due to injury, loss, or death from or related to COVID-19 including without limitation any negligence of the Staten Island Companion Dog Training Club.

In case any one or more of the provisions of The Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

By signing below, I acknowledge that I have read the foregoing Agreement and understand its contents; I am at least eighteen (18) years old and fully competent to give my consent; I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; and, I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This Agreement will remain effective throughout my participation in the above referenced activities.

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LEGAL NAME (PRINT)

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DATE

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LEGAL NAME (SIGN)