

PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

The undersigned, in consideration of the services of Robert P. Minchella, d/b/a Bob Minchella Dog Owner Counseling and/or Dogs At Play (Canine Instructor), his agents, volunteers, class participants, employees and all other persons or entities acting in any capacity on his behalf (herein collectively referred to as "Indemnified Parties"), hereby agrees to release, indemnify and discharge Indemnified Parties, on behalf of myself; my children, my parents, heirs, assigns, personal representatives and estate as follows:

(a) The Participant represents that he/she is over the age of 13 years (if the Participant is a minor, a parent or guardian must also execute this form), and wishes to participate and observe in dog training activities with Minchella, and recognizes and acknowledges that his/her participation in such activities involves the exposure to inherent risks including, but not limited to, the following:

(1) The propensity of any animal to behave in an unpredictable manner in such a way that may result in injury, death or loss to the Participant;

(2) The unpredictability of a dog's reaction to sounds, sudden movements, unfamiliar objects, persons and/or other animals;

(3) That some dogs coming under the instruction and training of the Canine Instructor may have problems with aggression including, but not limited to, the animal's propensity to bark, bite or jump;

(4) The Participant acknowledges that by participating in training activities with the Canine Instructor, he/she may be exposed to the risks associated with canine behavior as well as the potentially negligent behavior of an animal's owner or trainer that may cause injury, death or loss to the Participant;

(5) The Participant further acknowledges the risks inherent in participating in such training activities arising out of the location where such activities are conducted which may be indoors, outdoors or in a client's home or place of business.

(b) With full knowledge of the above and any other risks associated with dog training activities, I hereby consent to assume said risks and agree to waive any and all claims for personal injury or property damage of any kind on behalf of myself, my children, heirs, personal representatives and/or next-of-kin which may arise against the Canine Instructor or any other volunteer working with the Canine Instructor as a result of my participation in said activities. I hereby expressly and specifically assume the risk of injury or harm in said activities and release the Canine Instructor and Indemnified Parties from all liability for injury, illness, death and/or property damage that may result.

(c) Should Indemnified Parties or anyone acting on their behalf be required to incur attorneys' fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(d) I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

(e) Any controversy arising under, out of, or in connection with, or relating to, this Agreement, and any amendment hereof, or the breach hereof, or relating to participation in activities as set forth herein, shall be determined and settled by arbitration in Rochester, New York by a person or persons mutually agreed upon, or in the event of a disagreement as to the selection of the arbitrator or arbitrators, in accordance with the rules of the American Arbitration Association. Any award rendered shall specify the findings of fact of the arbitrators and the reasons for such award, with reference and reliance on the relevant law. Any such award shall be final and binding on each and all of the parties thereof, and their heirs, legal representatives, successors and assigns, and judgment may be entered thereon in any court having jurisdiction thereof.

(f) I have read this Agreement, Release and Acknowledgment of Risk carefully and understand all of its terms and agree to be bound by its terms.

Signature of Participant

Print Name: _____

Address: _____

Phone: _____

Date: _____

Signature of Parent or Guardian
(if Participant) is under age 18)

Print Name: _____

Date: _____