

## HUNTER'S HEART KENNELS PARTICIPATION RELEASE AND WAIVER OF LIABILITY 2021

In consideration of the acceptance of this agreement by Hunters' Heart Kennels Ltd. (the Corporation) and the opportunity to have the Dog participate in the Event, lesson, or competition, I, the undersigned, agree as follows: I certify that I am the actual owner of the Dog, or that I am the duly authorized agent of the actual owner of the Dog and that the Dog is not a hazard to persons, property or other dogs.

**RELEASE OF PHOTO/VIDEO FOR PROMOTIONAL PURPOSES** - I hereby grant permission to Hunter's Heart, and its officers, volunteers, trustees, employees, agents, students, representatives, successors, licensees and assigns to photograph and/or videotape my image, likeness, or depiction and/or that of my minor children (if applicable) and dogs. I hereby grant permission to Hunter's Heart to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs and/or videos.

I hereby consent to and permit photographs of me and/or those of my minor children and dogs to be used by Hunter's Heart worldwide for any purpose, including educational and advertisement purposes, and in any medium, including print and electronic. I understand that Hunter's Heart may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for Hunter's Heart's use or publication of photographs of me and/or those of my minor children (if applicable) and/or dogs.

I hereby fully and forever discharge and release Hunter's Heart from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) and/or dogs by Hunter's Heart, and covenant and agree not to sue or otherwise initiate legal proceedings against Hunter's Heart for such use or publication on my own behalf or on behalf of my minor children and/or dogs. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

## RELEASE OF LIABILITY, WAIVER OF ALL POSSIBLE CLAIMS AND ASSUMPTION OF RISK

I hereby acknowledge that I have agreed to meet with Hunter's Heart Kennels Ltd. and it's affiliated personnel and volunteers (the "Corporation") at the "Facility" (including, but not limited to, Barrett Dog Sports and surrounding areas) for the purpose of dog training (the "Services").

I understand and acknowledge that participation in the Event carries certain risks, including, but not limited to injuries (including serious injuries and death) to myself, the Dog, another dog under my control or persons attending as my guests (my "Related Parties"), damage to property and other losses.

I acknowledge and accept that there is a risk that I could be exposed to COVID-19 while attending at the Facility. I also acknowledge and accept that while receiving services, the personnel and/or students and/or clients affiliated with the Corporation may need to be closer than the recommended social distancing guidelines in order to provide dog training services. I acknowledge and confirm that I am willing to accept this risk as a condition of attending at the Facility to receive services from the Corporation. In consideration of the Corporation agreeing to see me in person at the Facility, I agree to release the Corporation and the Facility (if applicable), their officers, directors, employees, students, clients, agents, committees, representatives and volunteers (the "Releasees") from any and all causes of action, claims, demands, requests, damages or any recourse whatsoever in respect of any personal injuries or other damages which may occur or arise as a result of exposure to COVID-19 during my visit to the Facility and/or through the provision of services to me by the Corporation. I do hereby acknowledge and agree that notwithstanding the generality of the foregoing, I declare that I will not commence litigation or otherwise seek to recover damages or other compensation against the Releasees based on any action, claim, demand, request, loss, or any recourse whatsoever arising from any potential or actual exposure to COVID-19 while attending at the Facility and/or through the provision of services to me by the Corporation. I further acknowledge that the Releasees can rely on this Release of Liability, Waiver of all Possible Claims and Assumption of Risk as a complete defence to any and all claims, damages, causes of action, or recourse or liability that may arise at any time.

I waive any and all claims that I have or may have in the future against, and release from all liability and agree not to sue Hunter's Heart or any of the directors, executives, committees, representatives, employees, volunteers or agents of either Hunter's Heart or the Organizing Club (the "Personnel") for any injury, death, property damage or other loss that I or my Related Parties sustain due to any cause whatsoever, including negligence, breach of contract, breach of duty, statutory or otherwise, or mistakes or errors of judgment of any kind.

I assume full responsibility for the conduct of myself and my Related Parties during the entirety of all Events during the year of this agreement. I agree to indemnify and save harmless Hunter's Heart, the Organizing Club and the Personnel from and against any and all claims that may be made against them or costs, fees, expenses or liability (including, without limitation, lawyers' fees on a solicitor and own client basis) incurred by Hunter's Heart, the Organizing Club or the Personnel that may arise due to:
(a) any act or omission of myself, my Related Parties, or any party for whom I am liable at law; or (b) aggressive behaviour by the Dog or any other dog under my control. I agree that Hunter's Heart for the Event may refuse my entry for any reason that it

deems to be sufficient. I have read, and do understand the rules of competition and the additional rules (if any) for the events, as well as the policies of Hunter's Heart pertaining to discipline (collectively, the "Rules"). I agree to abide by the Rules and to conduct myself and the Dog in accordance with the Rules. I understand that myself and/or the Dog may be subject to disciplinary procedures or sanctions for breach of the Rules and agree to respect and be bound by any disciplinary decision made by Hunter's Heart. I understand that Hunter's Heart and/or the Organizing Club may, in the course of administering the Event or conducting its activities generally, collect, use or disclose my personal information and that any personal information collected, used or disclosed by Hunter's Heart and/or the Organizing Club will be treated in accordance with Hunter's Heart policy and applicable privacy and personal information laws. I hereby consent to the collection, use and disclosure by Hunter's Heart and/or the Organizing Club of my personal information.

I acknowledge and represent that I am over the age of 18, have read this entire document, that I understand its terms and provisions, and that I have signed it knowingly and voluntarily on behalf of myself and/or my minor children (if applicable) and/or dogs.

The Alberta Freedom of Information and Protection of Privacy Act, enacted January 1st, 2004, requires that consent be obtained for the collection and use of personal information. The information collected by Hunter's Heart will be used for:

- Organizing, administering and advertising services and events,
- Submitting results, as required by the sanctioning body/bodies and affiliated clubs,
- Using photos and/or videos worldwide for any purpose, including educational and advertisement purposes, and in any
  medium, including print and electronic.
- Contacting participants by email or mail regarding past and future events.
   Your information will not be shared, sold or distributed to any additional parties without prior consent.

Date:	
Signature:	
Print Name:	
Dog(s) Name(s):	