

Last Name: _____

First Name: _____

Sit Stay N Play Inc.
1501 North 5th Street
Stroudsburg, PA 18360
Phone Number: 570-872-9748
www.sitstaynplay.net
Email: info@sitstaynplay.net

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AND PARENTAL CONSENT AGREEMENT**

Name of Participant (Handler): _____
[print]

Home Address: _____
[street] [city] [state] [zip]

Telephone (home): _____ (cell): _____

Email address: _____

Name/phone number of alternate emergency contact:

I, the Participant and/or, the undersigned, in consideration of being permitted by Sit Stay N Play Inc. (hereinafter referred to as "Operator") to participate in any way in a dog training class or event (the "Activity") at the premises located at 1501 North 5th Street, Stroudsburg, Pennsylvania 18360 (the "Facility"), for myself, and for my personal representatives, heirs and assigns, as the case may be, agree as follows:

1. I ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity. I further agree and warrant that if at any time I believe the Activity to be unsafe, I will immediately discontinue further participation in the Activity. I ALSO UNDERSTAND that the Operator has established Rules and Regulations to participate in the Activity and I agree to abide by those Rules and Regulations which are attached hereto as Exhibit "A" and made a part hereof.
2. I FULLY UNDERSTAND that the Activity MAY INVOLVE RISK AND DANGER OF SERIOUS BODILY INJURY and there may be hazards related to the Activity and/or the Facility including, but not limited to, the condition of the floor, parking area, lighting, structure, security or lack thereof, electrical appliances, fittings, canine elements, and other physical characteristics of the Facility, and I assume the risk of any harm arising from the above-listed exposures ("RISKS").
3. I FURTHER UNDERSTAND that attendance at the Activity is not without risk to myself, members of my family, guests who might attend, or to my dog(s), because some of the dogs to which I will be exposed may be difficult to control even when handled with the most experienced person. I hereby waive and release all those aforementioned from any and all liability of any nature for injury or damage which I or my dog(s) may suffer including, specifically but without limitation, any injury or damage resulting from the action of any dog or dogs. I expressly assume the risk of such damage or injury while attending the Activity in the Facility or surrounding area. In the event that either my dog(s) or I are injured by another dog prior to, during, or following the Activity hosted by Operator, I agree to hold harmless Operator, its directors, officers, agents, administrators, instructors, employees and the owner of the Facility for any injury suffered or sustained by myself and/or my dog(s).
4. I FULLY UNDERSTAND AND ACKNOWLEDGE the Risks which may be caused by my own actions or inactions, the actions or inactions of others and their dogs participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW, and that there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time.

____ Participant's Initials

____ Parent/Guardian's Initials

Last Name: _____

First Name: _____

5. I KNOWINGLY AND FREELY ACCEPT AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN AND ASSUME ALL RESPONSIBILITY FOR ALL EXPENSES, MEDICAL OR OTHERWISE, LOSSES, COSTS, AND DAMAGES that I may incur as a result of my participation in the Activity.
6. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE FACILITY, THE OWNER OF FACILITY, OR OPERATOR, its directors, officers, agents, administrators, instructors, employees, other participants (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.
7. This Release may not be modified in any way. If any part of this Release is determined to be invalid by law, all other parts of this Release shall remain valid and enforceable.
8. Any claims or disputes arising from my participation in the Activity or from this Release shall be governed by the laws of the Commonwealth of Pennsylvania, but without giving effect to any Pennsylvania choice of law provisions that might otherwise make the law of a different jurisdiction control or apply. Any suit, action, or proceeding arising out of, or relating to the Activity or from this Release shall be conducted exclusively in the Court of Common Pleas of Monroe County, Pennsylvania. I consent to the jurisdiction of the Court of Common Pleas of Monroe County, waive any objections to the venue of any such suit, action, or proceeding in such court, and waive any claim that such court is an inconvenient forum.
9. There will be no refunds once the class, event, or seminar has started.

I HAVE READ THIS **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT**, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____ Participant's Signature: _____
(only if age 18 or over)

RELEASE – MINOR PARTICIPANT

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY DESCRIBED ABOVE, I KNOW THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITY.

I HAVE READ THIS **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT**, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND ON BEHALF OF THE MINOR PARTICIPANT BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.

Name of Parent/Guardian: _____
[print]

Home Address: _____
[street] [city] [state] [zip]

Telephone (home): _____ (cell): _____

Date: _____ Parent/Guardian Signature: _____
(only if Participant is under the age 18)

_____ Participant's Initials

_____ Parent/Guardian's Initials