

**RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT**  
**NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between BUSHKILL – EASTERN PA CHAPTER OF NAVHDA, INC. (hereinafter referred to as "BEPC"); and \_\_\_\_\_ (hereinafter referred to as "Participant"); and \_\_\_\_\_ (hereinafter referred to as "Participant's parent or guardian, if Participant is a minor).

WHEREAS, Participant desires to participate in BEPC's dog training and/or testing activities commencing on \_\_\_\_\_, and ending on \_\_\_\_\_; and

WHEREAS, BEPC, from time to time, will utilize facilities belonging to various individuals to conduct such activities (which individuals are collectively referred to herein as the "Landowner"); and

NOW, THEREFORE, in consideration for the use of Landowner's facilities, and participation in BEPC's dog training and/or testing activity, Participant agrees as follows:

1. Participant agrees to abide by all rules and regulations of BEPC and to abide by all instructions provided by BEPC and the Landowner.
2. Participant agrees to keep his/her dog(s) leashed at all times unless authorized to release the dog by a BEPC official; to keep his/her dog under control at all times; and to use safe handling procedures for any firearms and ammunition.
3. Participant agrees that his/her dog(s) shall have all current inoculations and shall be free from infections, contagious or transmissible diseases. BEPC reserves the right to reject any dog from entering the facilities or participating in the activity for any reason whatsoever.
4. Participant agrees that he/she is responsible for his/her own safety, and understands that participation in dog training and/or testing activities will expose him/her to above normal risks.
5. Participant agrees to provide his/her own insurance coverage for injury or damage to himself/herself, Participant's own dog(s), and personal property.
6. Participant and Participant's parent/guardian acknowledge and understand the inherent risks associated in training, testing and generally working around hunting dogs, and participating in BEPC's activities, which risks include, but are not limited to, bodily injury as a result of being in close proximity to dogs, firearms and birds. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur as a result of certain canine behaviors, including, but not limited to, biting; jumping upon, knocking over, pulling on leashes, stepping on; unpredictable reactions to drugs or medications; transmittable diseases, sounds; sudden emergencies; sudden movements; unfamiliar objects, persons or other animals, including other dogs; hazards of and on the land; use of firearms; use of motor vehicles and other motorized devices and machinery; bird and dummy launchers and other equipment; being in close proximity to and/or entering into ponds, creeks and other bodies of water; collisions with other dogs, livestock, trees, shrubberies, natural and man-made obstacles or objects. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur as a result of the inability of another person to maintain control over a dog or unsafe use of a firearm.
7. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN UNDERSTAND, AGREE, AND EXPRESSLY ASSUME ALL RISKS INVOLVED IN AND ARISING FROM PARTICIPATION IN BEPC'S ACTIVITIES AND ON PROPERTIES OWNED BY LANDOWNER, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, BODILY INJURY, AND PROPERTY DAMAGE TO PARTICIPANT AND HIS/HER DOG(S), WHICH MAY RESULT FROM ANY HAZARD, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN PARAGRAPH 6 ABOVE, AND INCLUDING THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANY OTHER PERSON WHETHER OR NOT A MEMBER OF BEPC OR A PARTICIPANT IN BEPC ACTIVITIES AND WHETHER OR NOT ON THE PROPERTIES UTILIZED BY BEPC FOR THE ACTIVITIES.
8. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN AGREE THAT HE/SHE/THEY SHALL AND HEREBY DO HOLD HARMLESS AND RELEASE BEPC; THE LANDOWNER AND ALL PROPERTY OWNERS

UPON WHOSE PROPERTY BEPC MAY CONDUCT ITS ACTIVITIES, THEIR HEIRS, SUCCESSORS, AND ASSIGNS; BEPC'S SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS, FROM ANY AND ALL LIABILITY WHATSOEVER, EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF BEPC AND/OR THE LANDOWNER. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREE THAT PARTICIPANT WILL NOT INSTITUTE ANY LEGAL ACTION AGAINST BEPC; THE LANDOWNER, THEIR HEIRS, SUCCESSORS AND ASSIGNS; BEPC'S SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVANTS, ON ACCOUNT OF OR IN CONNECTION WITH ANY CLAIMS, CAUSES OF ACTION, INJURIES, DAMAGES, COSTS OR EXPENSES ARISING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN BEPC'S ACTIVITIES AND USE OF OR PRESENCE UPON PROPERTIES UTILIZED BY BEPC IN THE COURSE OF ITS ACTIVITIES, INCLUDING WITHOUT LIMITATION, THOSE CAUSES OF ACTION BASED ON DEATH, BODILY INJURY, AND PROPERTY DAMAGE, , EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF BEPC AND/OR THE LANDOWNER, PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND BEPC AND THE LANDOWNER AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, WHICH IN ANY WAY ARISES AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN BEPC'S ACTIVITIES AND USE OF OR PRESENCE UPON PROPERTIES UTILIZED BY BEPC AND BY PARTICIPANT.

9. Participant waives the protection of any statute in any jurisdiction, the purpose, substance and/or effect of which is to provide that a general release shall not extend to claims, material or otherwise, which the person executing the release does not know or suspect to exist at the time of execution of the release.

10. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall be enforced and interpreted under the laws of the Commonwealth of Pennsylvania. Should any clause contained herein be constructed as conflicting with state law, then that clause is null and void, but the remaining provisions of this Agreement shall remain valid and in full force and effect.

**I/WE HAVE READ THE ABOVE, UNDERSTAND THE SAME, AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS RELEASE AGREEMENT.**

IN WITNESS WHEREOF, I/we have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:

BUSHKILL – EASTERN PA CHAPTER OF NAVHDA, INC.

\_\_\_\_\_

\_\_\_\_\_

(Title)

PARTICIPANT

\_\_\_\_\_

\_\_\_\_\_

(Name)

PARENT OR GUARDIAN OF PARTICIPANT

\_\_\_\_\_

\_\_\_\_\_

(Name)