

Cruisin' Paws Agility Class Enrolment Form



ASSUMPTION OF RISK, RELEASE AND AGREEMENT TO HOLD HARMLESS AND TO INDEMNIFY

I understand that attendance and/or participation in Cruisin' Paws Agility classes and Cruisin' Paws Agility events and that use of any of the agility and related equipment, facilities and premises is not without risk to myself, this dog or any dog under my control or accompanying me, and members of my family and my guests who may attend, and our property. I also understand that some of the people to which I/we will be exposed may be the carrier(s) of infectious diseases including but not limited to Covid 19 that may infect me and members of my family and my guests, and that some of the dogs to which I/we will be exposed may be difficult to control and may be the cause of damage or injury to me, this dog or any dog accompanying me, my family and guests, and our property. I further understand and agree that my attendance and/or participation at Cruisin' Paws Agility classes and Cruisin' Paws Agility events and that use of any of the agility and related equipment, facilities and premises is at my own risk and I freely assume all such risks, regardless of the reason for any such damage or injury.

I hereby release and discharge and agree to hold harmless and to indemnify 2281688 Ontario Limited carrying on business as Cruisin' Paws Agility, and its directors, officers, instructors and agents, and Steven D. Plunkett Properties Limited, Janis Field and Steven Plunkett carrying on business as Fleetwood Farms, the owners of the facilities and premises at which the Cruisin' Paws Agility classes and some of the Cruisin' Paws Agility events may be held, and any other owners of facilities and premises at which the Cruisin' Paws Agility classes and Cruisin' Paws Agility events may be held, and the owner of the agility and related equipment used in the Cruisin' Paws Agility classes and Cruisin' Paws Agility events, of and from any and all claims, and from all liability of any nature, for injury or damage, including death, including but not limited to claims in negligence or contract, which I or this dog or any dog accompanying me or members of my family or my guests or our property may suffer for any reason or cause whatsoever, in relation to attending or participating in any Cruisin' Paws Agility classes and Cruisin' Paws Agility events including specifically, but without limitation, any injury or damage from being infected with an infectious disease and any injury or damage resulting from the action or inaction of any dog, including this dog, or its owner or handler, or by Cruisin' Paws Agility, and its directors, officers, instructors and agents, or the owners of the facilities and premises at which the Cruisin' Paws Agility classes and Cruisin' Paws Agility events may be held, or the owner of the agility and related equipment, and I expressly assume the risk of all such damage or injury in relation to attending or participating in any Cruisin' Paws Agility classes and Cruisin' Paws Agility events, or while in or on or near the facilities, premises, grounds or the surrounding area thereto and I hereby waive any and all claims relating thereto.

I further agree to hold harmless and to indemnify 2281688 Ontario Limited carrying on business as Cruisin' Paws Agility, and its directors, officers, instructors and agents, and the owners of the facilities and premises at which the Cruisin' Paws Agility classes and Cruisin' Paws Agility events may be held, and the owner of the agility and related equipment, of and from any and all claims by third parties, and from all liability of any nature, for injury or damage, including death, including but not limited to claims in negligence or contract, in relation to claims against me or through me, or against or through any member of my family or any other person accompanying me or attending as my guest or in my place, in relation to any Cruisin' Paws Agility classes and Cruisin' Paws Agility events, or while in or on or near the facilities, premises, grounds or the surrounding area thereto, or arising as a result of any action or inaction by me or by this dog, or its owner or handler, or by any member of my family or any other person accompanying me or attending as my guest or in my place, or by Cruisin' Paws Agility, and its directors, officers, instructors and agents, or the owners of the facilities and premises in relation thereto, or the owner of the agility and related equipment.

I understand that Cruisin' Paws Agility and its directors, officers and instructors reserve the right to require any person and/or the handler of any dog at any time to leave and/or to remove their dog from Cruisin' Paws Agility classes or Cruisin' Paws Agility events, or from the facilities and premises for any reason they deem appropriate, and I agree that upon being asked to do so, I will immediately leave and/or remove such dog as requested.

I ACKNOWLEDGE THAT I HAVE BEEN TOLD TO READ THIS FORM BEFORE ACKNOWLEDGING MY ACCEPTANCE AND AGREEMENT BY CLICKING ON "I ACCEPT AND AGREE" ON THE ONLINE ENROLMENT FORM, AND I HAVE BEEN GIVEN THE OPPORTUNITY AND HAVE IN FACT DONE SO. I FULLY UNDERSTAND THE CONTENTS OF THIS FORM AND THAT IT RESTRICTS MY LEGAL RIGHTS. I AM ACKNOWLEDGING MY ACCEPTANCE AND AGREEMENT TO THIS FORM VOLUNTARILY AND OF MY OWN FREE WILL. I FURTHER ACKNOWLEDGE THAT MY ACCEPTANCE AND AGREEMENT TO THIS FORM IS A PREREQUISITE TO BEING PERMITTED TO ATTEND AND PARTICIPATE IN CRUISIN' PAWS AGILITY CLASSES AND CRUISIN' PAWS AGILITY EVENTS AND THAT MY ATTENDANCE AND PARTICIPATION IS FURTHER CONFIRMATION OF MY ACCEPTANCE AND AGREEMENT.