

Westside Agility Training – Release and Liability Form (CTETA)

**Westside
Agility**

Westside Agility
4402 Alex Drive
San Jose, CA 95130-2001
408-378-3162



RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any of the activities of Westside Agility Training (hereinafter “WSA”), including activities on the premises of the Combined Training Equestrian Team Alliance, LTD.’s (“CTETA’s”), the undersigned, for himself/herself and for all personal representatives, heirs, assigned, and next of kin:

AGREES TO ABIDE BY WSA AND CTETA’S RULES.

HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WSA and/or any of its members, employees, owners, agents, promoters, operators, representatives and/or other participants (hereafter “releases”) for any loss or damage, and any claim or demands therefore, on account of injury to the person or property, or resulting death of the undersigned, arising out of or in any way related to WSA or CTETA activities, whether caused by the negligence of the releasees' or otherwise;

HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CTETA, Ltd., its landlord, directors, officers, members, employees or assignees, for any claim I now have or may hereafter have for death injury or property damage resulting from my use of the facilities at CTETA’s “Horse Park at Woodside”, whether caused by my acts of omission or negligence or anyone else's. In addition, it is understood that any and all insurance that I have shall be primary.

HEREBY EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH arising out of or related to WSA and/or CTETA activities, whether caused by the negligence of the releasees or otherwise;

HEREBY ACKNOWLEDGES THAT PARTICIPATION IN WSA ACTIVITIES MAY BE DANGEROUS and involves the risk of bodily injury, property damage, and/or death.

HEREBY ACKNOWLEDGES THAT WSA ACTIVITIES AS USED IN THIS AGREEMENT includes all WSA functions and activities without restriction of any kind including, but not limited to, agility classes, trials, workshops, meetings, agility demonstrations; as well as setting up and taking down facilities for the forgoing activities and travel to and from such activities.

HEREBY ACKNOWLEDGES THAT as condition and in consideration and admission to the grounds of at Horse Park at Woodside, WSA, CTETA and/or their assignees may for commercial purposes use, publish, copyright, or assign photographs, videos, audios, cablecasts, or other likenesses of me and my dog taken while on the CTETA grounds or participating in WSA activities. I hereby expressly and irrevocably waive and release any right in connection with such use including any claim to compensation, invasion of privacy, right of publicity, or misappropriation. If the person admitted/participating is under 18, I certify that I am his or her parent of legal guardian and I give my consent to the same on his or her behalf.

A LEGAL GUARDIAN SIGNING BELOW ON BEHALF OF A MINOR CHILD AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS the releases from any claim for injury or damage to such child.

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Please Print Clearly:

<i>Name</i>	<i>Over 18 / Under 18</i> (circle one)
Email Address	Phone
Mailing Address	City & Zip

<i>Dog's Name</i>	<i>Breed</i>	<i>Date of Birth</i> (or Age)

Emergency Contact Information:

<i>Name</i>	<i>Phone(1)</i>	<i>Phone(2)</i>

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF LEGAL RIGHTS, A PHOTO RELEASE AND A CONTRACT BETWEEN ME AND WESTSIDE AGILITY, AND SIGN IT OF MY OWN FREE WILL. I FURTHER ACKNOWLEDGE THAT THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED CONCERNING THE FACILITIES, EVENTS, OR ACTIVITIES AT THE CTETA. IF THE PERSON PARTICIPATING IS UNDER 18, I CERTIFY THAT I AM HIS OR HER PARENT OR LEGAL GUARDIAN.

<i>Name: (Please Print)</i>		<i>Date:</i>
<i>Signature</i>		
<i>Handler</i> <i>(if different)</i>		