



PARTICIPANT AGREEMENT, RELEASE, INDEMNITY AND ACKNOWLEDGEMENT OF RISK

THIS DOCUMENT LIMITS THE LIABILITY OF THE B.C. STOCK DOG ASSOCIATION ("BCSDA") AND OTHERS RELATING TO THE ACTIVITIES PROVIDED OR SPONSORED BY BCSDA (INCLUDING AUTHORIZED TRIAL HOSTS) AND TO PARTICIPANTS, AND INCLUDES AN INDEMNITY.

In consideration of the activities provided by BCSDA to its members, I hereby agree to release and discharge BCSDA, together with its agents, directors and officers, trial committee members, volunteers, and all other persons or entities acting in any capacity on its behalf, as well as other participants, employees, owners of properties hosting trialing events and owners of sheep, other livestock, and dogs, and exhibitors at trial events (all other than BCSDA being hereinafter collectively referred to as "the Other Releasees"), on behalf of myself, my children, my parents, my heirs, assigns, and personal representatives (including executors or administrators), and agree to provide an indemnity, all as follows:

1. I ACKNOWLEDGE that participation in activities provided or sponsored by BCSDA, including dog trialing, entails unknown and unanticipated risks which could result in physical or emotional injury, paralysis, death and damage to myself, to property or to third parties or their property (including their animals). Such risks include the uncertainties of topography of trialing sites hosted by owners of the property on which such sites are located, including trialing areas, parking and stay facilities provided for motorhomes, trailers or tents, and spectator areas, as well as food services provided on trialing sites by third parties, and the uncertainties of reaction by animals to any of my dogs. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of such activities. The risks include, among other things: broken bones, sprains, strains and other soft tissue injuries, bruises, lacerations, concussions, spinal cord injuries and dental injuries, emotional injury, or injury to dogs, sheep or other animals which occurs during such activities.

2. I EXPRESSLY AGREE TO ACCEPT AND ASSUME all of the risks existing in these activities. My participation in these activities is purely voluntary and I elect to participate in spite of the risks.

3. I HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS BCSDA and the Other Releasees from any and all claims, demands, damages, or causes of actions arising out of or in consequence of any loss, injury or damage to my person or property (including any of my dogs) incurred while attending at or participating in any such activity, or relating to my use of BCSDA or any of the Other Releasees' equipment, facilities or property (including their dogs, sheep and other livestock), such indemnity to include claims brought against BCSDA or any of the Other Releasees by others relating to my participation in such activity or use of BCSDA or any of the Other Releasees' equipment or facilities or animals and in all cases notwithstanding that any such loss, injury or damage may have arisen partly or entirely by reason of the negligent acts or omissions of BCSDA or any of the Other Releasees.

4. In particular, without limiting the generality of the foregoing, I INDEMNIFY BCSDA and the Other Releasees from any loss or damage incurred as a result of the actions of myself or my immediate family or persons assisting me at any trial event, or of any of my dogs, to facilities, sheep, other livestock, other dogs, or other persons. As well, should BCSDA or any of the Other Releasees or anyone acting on their behalf be required to incur legal fees or other costs to enforce this agreement, I agree to indemnify and hold BCSDA or any of the Other Releasees harmless for all such fees and costs.

5. I certify that either:

(a) I have no medical or physical conditions which could jeopardize my safety while participating in or attending to view any of such activities, or which would jeopardize the safety of others; or

(b) I may have such medical or physical conditions which could jeopardize my safety but am willing to participate in or attend to watch such activities nonetheless; and in either case I am willing to assume and bear the responsibility of all risks of loss or injury to person or property that may be created, directly or indirectly, by my medical or physical conditions, and waive any requirement for others to adjust the normal arrangements for such activities to specifically accommodate participation by me given my particular medical or physical conditions, including adjusting trialing sites or access areas at such sites or in providing support by others for my participation in any trialing activity or access.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any such activities, I may be found by a court of law to have waived my right to maintain a lawsuit against BCSDA or the Other Releasees, or any of them, on the basis of any claim from which I have released BCSDA and the Other Releasees herein.

I HAVE READ AND UNDERSTAND THIS WAIVER AS PRESENTED. BY SIGNING THIS WAIVER, I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR THE REPLACEMENT COST FOR EACH INDIVIDUAL STOCK ALONE, EXCLUSIVE OF: VETERINARY BILLS, COSTS OF OTHER LIVESTOCK INJURED OR PROPERTY DAMAGED, OR OTHER COSTS OR DAMAGES PAYABLE.

THE LIVESTOCK REPLACEMENT COST OF \$ _____ IS IN THE EVENT MY DOG INJURES OR KILLS AND LIVESTOCK OR DOES SUBSEQUENT DAMAGE.

First & Last Name: _____

Signature of Participant: _____

Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 19)

The minor listed below is permitted by his or her parent or guardian to participate in the activities of BCSDA and to use the equipment and facilities of BCSDA and the Other Releasees. In consideration of BCSDA accepting this application, as parent or guardian, I/we further agree to indemnify and hold harmless BCSDA and the Other Releasees from any and all claims or demands which are brought by or on behalf of the minor or others which arise out of or in consequence of the use, attendance or participation by the minor in the activities and programs of BCSDA or use of the equipment and facilities of BCSDA or any of the Other Releasees (including authorized trialing hosts).

Name of minor (print full name): _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____