

Sleddin' and Sheddin' Sheep Dog Trial 2022

Waiver and Release of Liability and Assumption of Risk

In consideration of the RK Sheepdog Events Committee, Kerry Hill Winery, Patrick Shannahan and Dianne Deal (and their agents or brokers) allowing me, the undersigned, to participate in the Sleddin' and Sheddin' Sheep Dog Trial, I, for myself, and on behalf of my spouse, children, heirs and next of kin and any legal and personal representatives, executors, administrators, successors, and assigns, acknowledge and agree to the following (referred to as the "Agreement"):

1. DEFINITIONS:
 - a. "Event" or "Activity" refers to the Sleddin' and Sheddin' Sheep Dog Trial 2022 and activities related to such trial.
 - b. "Released Parties" refers (individually and collectively) to RK Sheepdog Events Committee, Kerry Hill Winery, Patrick Shannahan, Dianne Deal, the owner of the property of the trial location, and their agents and brokers.

2. ASSUMPTION OF RISK: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from minor injuries to serious injuries or death. There are also unanticipated risks that could result in damage to livestock or property, to my dog, to dogs in my care, to other dogs, or to third parties. Risks to me also include dangers, both known and unknown, resulting from weather, spectators, exposure to infectious disease, other participants, facilities, staff, terrain, dogs and livestock. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Event.

I know, understand and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

3. WAIVER AND RELEASE OF LIABILITY: In conjunction with my participation in the Activity, I release, waive, discharge, and covenant not to sue the Released Parties from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or relating to any loss, or expense (including court costs and reasonable attorney fees) of any kind or nature which arises out of or results from my participation in the Activity, including claims for liability caused in part by the negligent acts or omissions of the Released Parties.

4. ACKNOWLEDGEMENT AND UNDERSTANDING: I have read this waiver of liability and assumption of risk, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

5. I agree that I am responsible for any cost incurred as a result of damages caused by me, my family, my dog or dogs under my care or control to facilities, animals or persons. I also agree to pay the shepherd's value for sheep damaged by my dog or dogs under my control. Sheep replacement value is \$300.

Signature

Date

Printed Name