

2024 CWVRG V-ibe WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Colorado/Wyoming Vizsla Rescue Group, Inc. annual reunion to be held on September 14, 2024 (herein referred to as “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, and on behalf of the others of my party attending, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc., its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns, for the Activity held at 16778 CR 5, Mead, Colorado 80542, for any physical or psychological injury, including but not limited to illness, injury, paralysis, death, damages, economical or emotional loss, that I, my attending family or friends and/or attending animals may suffer as a direct result of my/our participation in the aforementioned Activity, including traveling to and from an event relating to this Activity.

I/We are voluntarily participating in the aforementioned Activity and I/we are participating in the Activity entirely at my/our own risk. I/We are aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I/We agree to indemnify and hold harmless Pauli Smith, Jeff Smith, and the Colorado/Wyoming Vizsla Rescue Group, Inc. and its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. and its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns incurs any of these types of expenses, I/We agree to reimburse Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc..

I/We acknowledge that Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. and its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc..

(please initial here) _____

I/We acknowledge that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participant(s)/attendee(s), equipment, vehicular traffic and actions of others, including but not limited to, Vendors, Demonstrators, participants, attendees, volunteers, spectators, event officials, event monitors, producers of the event and/or attending dogs or other pets, or other animals.

I/We acknowledge that I/We have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. and all of its directors, officers, representatives, volunteers, agents, affiliates, managers, members, attorneys, staff, heirs, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. and all of its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. and its directors, officers, representatives, volunteers, agents, affiliates, manager, members, attorneys, staff, heirs, predecessors, successors and assigns.

In the event that I/we should require medical care or treatment (to include veterinary care for attending dogs or other animals), I agree to be financially responsible for my or my family’s willful actions, neglect or recklessness. I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm’s length, without duress or coercion, and is to be interpreted as an agreement between parties of equal bargaining strength. Both the Participant(s)/Attendee(s), and Pauli Smith, Jeff Smith and the Colorado/Wyoming Vizsla Rescue Group, Inc. agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

(please initial here) _____

I/We, the undersigned participant(s)/attendee(s), affirm that I am/we are of the age of 18 years old, and that I am/we are freely signing this Agreement which covers my/our entire party/group. I/We certify that I/we have read this Agreement, that I/we fully understand its content and that this release cannot be modified orally. I am/we are aware that this is a release of liability and a contract and that I am/we are signing it of my/our own free will.

Name: _____

Signature: _____

Address: _____

Date: _____

Please list ALL in your party/group attending this event (humans and animals) therefore covered by this waiver:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event of an emergency, please contact the following person (s) in the order presented:

Emergency Contact Name	Relationship	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____