



I, as evidenced by my signature below, I wish to participate in present and future events of The Walk Club (Sit Up N Listen Dog Training; hereafter, referred to as SUNL) group walks with my dog(s).

I will be at least 18 years or older by the end of 2020. During the group walk, I agree NO minors under 18 years of age will be allowed to accompany me.

In consideration for my being permitted to participate in this group walk, I, for myself and my next of kin, heirs, administrators, and executors (collectively “my releasors”), hereby agree to assume all risks and to release, hold harmless and covenant not to sue, The Walk Club (SUNL) or any sponsors, officials, volunteers, participating clubs, communities, organizations, friends of the The Walk Club (SUNL) and affiliated organizations and all of the above-listed entities’ respective directors, officers, agents, employees and members, and all other persons or entities associated with the group walk.

**I understand the organizers of this walk are relying on my assurance to them that I am physically capable of completing the group walk. I also understand the organizers of this walk are relying on my assurance to them that my dog(s) are physically capable of completing the group walk. If I am aware of or under treatment for any physical infirmity, ailment or illness, my medical care provider knows of and has approved my participation. In the event of injury, accident or illness during my participation and my dog(s) participation, I consent to receive, and I consent for my dog(s) to receive and authorize group walk organizers and volunteers, participants and spectators to use their discretion to administer first aid, medical care and/or medical treatment.**

#### **Express Assumption of Risk Associated with Group Walk**

**I understand that during the group walk I will be using public streets and other public and private facilities, county, city, state and national parks where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during the group walk that could result in serious injury or death. My participation in the group walk is voluntary with knowledge of all such risks.**

#### **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the group walk including injuries from animals and insects that have the potential for permanent disability and death.
2. Falling, causing possible broken bones and/or other injuries which may result in severe impairment or even death.

3. All "act of nature," including but not limited to rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
4. Risks associated with crossing bridges, water, climbing mountain trails, walking on uneven surfaces and a variety of terrain.
5. Possible equipment (dog leashes, dog collars, etc.) failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned.
6. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of including but not limited to operator failure.
7. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
8. Attack by or encounter with insects, reptiles, and/or animals.
9. Accidents or illness occurring in remote places where there are no available medical facilities.
10. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident
11. My sense of balance, physical coordination, and ability to follow instructions.

\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

### **IMAGE AND MATERIALS PUBLICATION CONSENT AND PERMISSION**

In furtherance of The Walk Club (Sit Up N Listen Dog Training hereafter known as SUNL) mission, and without expectation of compensation or other remuneration, I hereby give my irrevocable consent and permission to The Walk Club (SUNL) and their respective successors and assigns, sponsors, licensees, affiliates, and employees for the following:

(a) to film, photograph, tape or otherwise record a video or audio record of me and my dog(s);

(b) to use my name and my dog's name, image, and visual or audio recordings of me and my dog (regardless of the medium in which me or my dog's, image or statements appear, including audio recordings, video recordings, photographs, electronic images, and the like from the Internet via social media sites), original materials created by me in connection with the Event (e.g. photos, videos, audio recordings and/or creative works such as drawings, poems and essays regardless of medium of publication and including publication on the Internet via social media sites), and any other information related to my participation and my dog in the Event for all promotional purposes related to the Event by The Walk Club (SUNL), and their respective successors and assigns, sponsors, licensees, affiliates, and employees (collectively "grantees"); and

(c) to use, worldwide and in perpetuity, the materials, in whole or in part, in any print, broadcast or electronic media now known or hereafter developed, including the Internet and social media, (i) for educational and awareness campaigns, fundraising, in connection with the promotion of The Walk Club products or programs and/or for any other

legitimate purpose, (ii) to create composite or computer-manipulated materials from my materials, (iii) to use, reproduce, publish, exhibit, distribute, and transmit my materials in any media, and (iv) assign the above rights to third parties.

**I waive the right to inspect or approve my image or my dog(s) image or materials that incorporate my materials. I release the grantees from any liability, damages, or claims resulting from the use of my and my dog(s) image, including, but not limited to, claims for libel or invasion of privacy. I understand and agree that the terms of this Section are binding on my releasors, assigns, and legal representatives.**

**In the event any provision of this Waiver and Release of Liability and Image And Materials Publication Consent and Permission is deemed unenforceable by law, The Walk Club (SUNL) shall have the right to modify such provision to the extent necessary to be deemed enforceable; and (ii) all other provisions of this Waiver and Release of Liability and Image Release shall remain in full force and effect.**

**I have carefully read this The WalkClub (SUNL) Waiver and Release of Liability/Waiver of Negligence and Complete Release of Liability/Image Release and fully understand its contents and agree to all statements of understanding set forth above. I am aware that by signing this The Walk Club (SUNL) Waiver and Release of Liability/Waiver of Negligence and Complete Release of Liability/Image Release, I am waiving substantial legal rights, and knowing this, I sign it of my own free will without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Emergency Contact