



The below **Release and Waiver of Liability** (the "Release") is being made by the undersigned participant (the "Participant"), individually and on behalf of any animal/pet participating in Activities (as defined below) and Great Plains Society for the Prevention of Cruelty to Animals, its agents, officers, directors, owners, members, employees, volunteers, sponsors, and representatives (collectively, "Great Plains SPCA"). Participant and Participant's animal/pet desire to engage in certain Great Plains SPCA sponsored activities (individually, and collectively, "Activities") and hereby freely, voluntarily and without duress agrees to the following terms and conditions:

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

RELEASE AND WAIVER: By signing below, to the fullest extent permitted by law, Participant does hereby release, waives, forever discharges and holds harmless and covenants not to sue Great Plains SPCA, its agents, officers, directors, owners, members, employees, volunteers, sponsors and representatives and their respective successors and assigns from any and all liability, claims, demands, liabilities, damages, losses, costs (including reasonable attorneys' fees) or causes of action of whatever kind or nature either in law or in equity, which arise or may hereafter arise from and of Participant's and Participant's animal/pet's engagement in Activities with Great Plains SPCA. Participant understands that this Release discharges Great Plains SPCA from any liability or claim of any sort or nature, whether known or unknown, that Participant, Participant's animal/pet and/or Participant's household members/visitors may have against Great Plains SPCA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's and Participant's animal/pet's engagement in Activities with Great Plains SPCA, whether caused by negligence of Great Plains SPCA, or its officers, directors, employees, agents, volunteers, sponsors or otherwise. Participant also understands that in the event of injury or illness Great Plains SPCA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical insurance or treatment, disability insurance or benefit; nor does Great Plains SPCA assume any responsibility for or obligation to provide financial assistance due to property damage resulting from the Activities.

ASSUMPTION OF THE RISK: The Participant understands that participation in the Activities with an animal/pet involves inherent risks, including but not limited to physical injuries caused by animals or pets, animal bites, scratches, kicks, or other aggressive behavior, damage to property or persons, slips, falls, collisions, accidents, exposure to other animals, diseases, allergens, or unsafe conditions or injuries resulting from the unpredictable nature of animals. Participant hereby expressly and specifically assumes the risk of injury or harm to Participant and/or Participant's animal/pet in the Activities.

MEDICAL/VETERINARY TREATMENT: Participant authorizes emergency medical care for Participant and emergency veterinary care for Participant's animal/pet if deemed necessary during the Activities. Participant understands, acknowledges and agrees that all fees, costs and expenses associated in any way with such emergency medical care for Participant and/or emergency veterinary care for Participant's animal/pet shall be the sole responsibility of Participant and Great Plains SPCA shall have no responsibility for such fees, costs and expenses.

RULES AND REMOVAL: Participant agrees to comply with all Activities rules and instructions. Great Plains SPCA reserves the right to remove any Participant and/or Participant's animal/pet from the Activities for safety concerns, disruptive behavior, or rule violations without refund or compensation

PHOTOGRAPHIC RELEASE: Participant does hereby grant and convey unto Great Plains SPCA all right, title, and interest in any and all photographic images and video or audio recordings made by Great Plains SPCA during the Participant's and Participant's animal/pet's Activities with Great Plains SPCA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

OTHER: Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and that this Release is governed by and interpreted in accordance with the laws of the State of Kansas, without regard to principles of choice or conflicts of law. Participant and Great Plains SPCA agree that all disputes between them relating to this Release shall be resolved or adjudicated in Johnson County, Kansas. Participant agrees that if any provision of the Release is deemed void, invalid or unenforceable, such provision shall be considered severed from this Release and shall not affect the validity or enforceability of any other provision of this Release, which will continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year written below:

Participant Name Printed: _____

Guardian (if needed) Name Printed: _____

Participant (Guardian) Signature: _____

Date: _____