

## Basic Dog Obedience Training Release of Liability Waiver

In consideration of the City of Casper Metro Animal Shelter allowing \_\_\_\_\_ (full name of participant) to receive dog obedience training from the City of Casper Metro Animal Services Staff, I \_\_\_\_\_ (participant OR if under the age of 18, parent/legal guardian of participant) now residing at \_\_\_\_\_ (City, State/Zip), agree to the following terms and conditions of this Release and Indemnification (the "Agreement").

I know and understand the scope, nature and extent of the risks involved in attending this course of training, contemplated in this Agreement. Specifically, I understand that participating in this training with Metro Animal Services Staff involves risk of potential injury as animals and their owners maybe under stress and in a new environment, Animals under stress are often more unpredictable than usual. I expressly and voluntarily assume all risk of death or personal injury to Participant, or damage to or loss of property while attending this course of training, which is on the City of Casper's property, including the risk of active or passive negligence by any Releasee(s) set forth below. I understand that by assuming this risk I am relinquishing legal rights.

I release the City of Casper and its Council, Manager, officers, employees, agents, and subcontractors (the "Releasees") from any and all liability, responsibility, claims, demands, actions, or causes of action whatsoever arising out of Participant's injury or death, or damage or loss of property while upon any Releasees' premises or while participating in any of the activities. I specifically release and waive all claims against Releasees for liability for any injury, death, damage or loss of property arising out of the negligence, active or passive, of any Releasee(s), or from some other cause while attending the dog obedience training, including going or leaving such training. I understand that I am giving up legal rights which I may otherwise have by entering into this Agreement.

I agree not to institute any suit, action, arbitration, or claim against any Releasee or arising out of any injury, death or damage or loss of property suffered by me or my family or pet while upon Releasees' premises or while participating in any of the activities.

I agree and stipulate that this Release and Waiver of Liability as refaced herein will be binding on my estate, executors, personal representatives, administrators, heirs, assigns, or other successors, and I instruct my executors, personal representatives, administrators, heirs, assigns, or other successors not to institute any suit or action, arbitration, or other action or claim arising out of Participant's, participant's family and pets death or injury, or damage or loss to property while upon any Releasees' premises or while attending the course.

I agree to defend, indemnify, and hold harmless any or all Releases from any or all losses, claims, actions, or proceedings of every kind and character, including attorney's fees, costs and expenses incurred, which may be presented or initiated by any person or organization on my family's or my pet's behalf which my agreements herein.

As consideration for attendance to this course, I give the City of Casper unlimited permission to use, publish, republish for purpose of advertising, public relations, trade, or any other lawful use, photographic or digital images and information about me and reproductions of my likeness (photographic or otherwise) with or without my name.

I have read this Agreement and understand its terms and conditions. I understand that I am giving up important legal rights by executing this Agreement and that if I or my family institute any suit or other action or claim as a result of Participant's injury or death, or any property damage or loss arising out of the activities covered by this Agreement that this Agreement will be a full defense against claims I or my family may assert and that waivers of this type have been upheld by courts in similar circumstances.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

This Agreement and all rights, duties, and obligations related hereto shall be governed by the laws of Wyoming and jurisdiction and venue of any legal proceedings shall be in Natrona County, Wyoming.

The terms of this agreement are contractual and not a mere recital. The undersigned acknowledges by execution of this agreement that he/she understands these provisions and freely and voluntarily enters into them.

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Signature of Participant Print Name Date

*Signature of Parent or Legal Guardian required if participant is under the age of 18.*

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Signature of Parent or Legal Guardian of Participant Print Name