

WAIVER, RELEASE AND INDEMNITY AGREEMENT

REPRESENTATIONS I make the following representations: (1) that my dog(s) and I are in good health; (2) that my dog(s) are friendly and not a hazard to people, other dogs, stock, or any other property; (3) that I have been given the opportunity to inspect the subject premises prior to undertaking these herding activities and that I have either inspected the premises for any hazards and defects or I do hereby waive my right to inspect them; and, (4) that I will obey any rules imposed as a condition of working livestock on the premises where the stockdog activity is taking place. Further, I represent that I am the owner of the dog(s) being trialed or that I have been engaged by the owner to participate in this herding trial on the owner's behalf and that I am authorized to execute this Waiver, Release and Indemnity on behalf of myself and the owner. If I am not the owner of the dog being worked the name, address and telephone number of the owner is written below or on the other side of this document. For ease of reference, the words "my dog(s)," as used herein, are intended to include all dogs that I am working, whether or not owned by me.

ELIGIBILITY

All dogs nine (9) months of age or older that are registered with the American Kennel Club and have been accepted into the herding program are eligible to participate in herding tests and trials. Eligible dogs include those classified as Herding Dogs under Chapter 3 of the Dog Show Rules, and dogs enrolled in the Indefinite Listing Privilege (ILP) or Purebred Alternative Listing (PAL) program. Dogs enrolled in the AKC Foundation Stock Services (FSS) program are eligible but may earn suffix titles only. No dog may be entered in two classes on the same course with the same kind of stock under the same judge at any test/trial. Bitches in season shall be eligible and will run at the end of the class in tests, and in catalog order as listed in the class in trials. Refer to the Herding regulations Chapt 1 Sec 3 for further information. A dog must be entered in the name of the person who actually owned it at the time entries for the herding test or trial closed. If a registered dog has been acquired by a new owner, it must be entered in the name of its new owner in any herding test or trial for which entries closed after the date of acquisition, regardless of whether the new owner has received the registration certificate indicating that the dog is recorded in his or her name. State on entry form whether transfer application has been mailed to AKC. (for complete rule refer to Chap. 9, Sect 3 of "Rules Applying to Dog Shows") AKC Rules, Regulations, Policies and Guidelines are available on the American Kennel Club Web site, www.akc.org

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AKC Rules, Regulations, Policies and Guidelines are available on the American Kennel Club website: www.akc.org AGREEMENT I certify that I am the actual owner of the dog, or that I am the duly authorized agent of the actual owner whose name I have entered above. In consideration of the acceptance of this entry, I (we) agree to abide by the rules and regulations of The American Kennel Club in effect at the time of this event, and any additional rules and regulations appearing in the premium list of this event and entry form and any decision made in accord with them. I (we) agree that the club holding this event has the right to refuse this entry for cause which the club shall deem sufficient. I (we) certify and represent that the dog entered is not a hazard to persons or other dogs. In consideration of the acceptance of this entry and of the holding of this event and of the opportunity to have the dog judged and to win prizes, ribbons, or trophies, I (we) agree to hold the AKC, the event-giving club, their members, directors, governors, officers, agents, superintendents or event secretary and the owner and/or lessor of the premises and any provider of services that are necessary to hold this event and any employees or volunteers of the aforementioned parties, and any AKC approved judge, judging at this event, harmless from any claim for loss or injury which may be alleged to have been caused directly or indirectly to any person or thing by the act of this dog while in or about the event premises or grounds or near any entrance thereto, and I (we) personally assume all responsibility and liability for any such claim; and I (we) further agree to hold the aforementioned parties harmless from any claim for loss, injury or damage to this dog. Additionally, I (we) hereby assume the sole responsibility for and agree to indemnify, defend and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including myself (ourselves), or on account of damage to property, arising out of or in consequence of my (our) participation in this event, however such, injuries, death or property damage may be caused, and whether or not the same may have been caused or may be alleged to have been caused by the negligence of the aforementioned parties or any of their employees, agents, or any other person. I (we) will pay for any injuries or the replacement value in the event of serious injury to the livestock caused by my (our) dog. I (we) agree that the determination of whether the injury is serious shall be made by the event veterinarian and is binding on me (us). I (WE) AGREE THAT ANY CAUSE OF ACTION, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE ENTRY, EXHIBITION OR ATTENDANCE AT THE EVENT BETWEEN THE AKC AND THE EVENT-GIVING CLUB (UNLESS OTHERWISE STATED IN THIS PREMIUM LIST) AND MYSELF (OURSelves) OR AS TO THE CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE SETTLED BY ARBITRATION PURSUANT TO THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. HOWEVER, PRIOR TO ARBITRATION ALL APPLICABLE AKC BYLAWS, RULES, REGULATIONS AND PROCEDURES MUST FIRST BE FOLLOWED AS SET FORTH IN THE AKC CHARTER AND BYLAWS, RULES, REGULATIONS, PUBLISHED POLICIES AND GUIDELINES.

SIGNATURE of owner or agent duly authorized to make this entry:
