

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Thank you for choosing to attend these specialties hosted by Desert to the Sea Chinese Shar-Pei Club (DTTS) of Riverside and Golden State Chinese Shar-Pei Club (GS). Please read this Agreement carefully as it constitutes a legally enforceable agreement between you and DTTS/GS. All exhibitors and participants attending the show are required to sign this Agreement as a condition of entry to all DTTS/GS events. In exchange for signing this Agreement and paying all required entry fees, if applicable, DTTS/GS will permit exhibitors to attend its events subject to the rules and regulations of the venue hosting the event. Club members attending, but not exhibiting are required to sign this waiver and return it to the Show Secretary.

Waiver: In return for being permitted to participate in and attend the DTTS/GS event, including any associated use of the premises, facilities, staff, equipment, transportation, or services of the DTTS/GS, I, for myself and my heirs, personal representatives, and assigns, promise not to sue and do hereby irrevocably release, waive, and discharge the DTTS/GS, its directors, officers, managers, members, employees, and/or agents, from liability for any and all claims, damages, demands, costs and fees, including but not limited to claims asserting any negligence of the DTTS/GS, resulting in personal injury (including death), accidents or illnesses, injury or illness to canines, and/or property loss, in connection with my attendance and/or participation in the DTTS/GS event and any use of the premises and facilities.

Assumption of Risk: Attending gatherings such as dog shows carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury or illness. The specific risks vary from one activity to another, but the risks range from potential exposure to COVID-19 or other illnesses or viruses.

Personal Protective Equipment: DTTS/GS is not responsible for supplying personal protective equipment (PPE) such as masks or gloves to event exhibitors and participants. DTTS/GS encourages all individuals to supply their own PPE and wear the PPE that each individual deems appropriate. Notwithstanding the foregoing, DTTS/GS requires all exhibitors and participants to follow the federal, state, and local requirements and guidelines concerning social distancing and the use of PPE.

Indemnification and Hold Harmless: I agree to indemnify and hold the DTTS/GS, its directors, officers, managers, members, employees, and/or other agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, arising out of or related to my involvement in the DTTS/GS event and to reimburse DTTS/GS for any such expenses incurred, including attorney's fees, costs, damages or other liabilities.

Severability: I further agree that this Waiver of Liability and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by applicable law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: I acknowledge and agree that I am attending events hosted by Desert to the Sea Chinese Shar-Pei Club of Riverside and Golden State Chinese Shar-Pei Club. I acknowledge and agree that this Agreement shall be governed by the laws of the State of California, and all disputes arising out of or in connection with the Agreement or my attendance of this event shall be subject to the exclusive jurisdiction of the courts located in the State of California.

Acknowledgement of Understanding: I have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I have been given the opportunity to request a copy of this Agreement. I have also been given an opportunity to not attend the event and acknowledge and agree that I am signing this Agreement of my own free will because I desire to attend the DTTS/GS event. I confirm that I am signing the Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant/Exhibitor Name (print) _____

Participant/Exhibitor Signature _____ Date: _____

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

Child/Dependent Name _____

Parent/Guardian Name (print) _____

Signature _____ Date: _____