

NC K9 E.R.T., INC.

WAIVER OF LIABILITY

(Volunteer Participant)

PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS.

THIS RELEASE and WAIVER OF LIABILITY (the "Release") executed on this
DATE: _____, 20____, by _____

(Participant) in favor of NC K9 Emergency Response Team, Inc. (NC K9 ERT), a nonprofit corporation and its directors, officers, volunteers and agents. The Participant desires to volunteer at programs and activities conducted by NC K9 ERT. As used in this Release, the term "Volunteer Participate and Participation" are intended to be used in their broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Participant with NC K9 ERT. In consideration for the opportunity to volunteer in and to participate in NC K9 ERT activities, Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. Waiver and Release - Participation does hereby release and forever discharge and hold harmless NC K9 ERT and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or inequity, which arise or may hereafter arise from Participation. Participant understands that this Release discharges NC 9 ERT from any liability or claim that the Participant may have against NC K9 ERT with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Participation, whether caused by the negligence of NC K9 ERT or its officers, directors or agents, other NC K9 ERT volunteers. Participant also understands that NC K9 ERT does not have any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as NC K9 ERT has specifically disclosed in writing to the Participant.
2. Medical Treatment - Participant does hereby release and forever discharge NC K9 ERT from any claim what so ever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Participant.
3. Assumption of the Risk - Participant acknowledges that there are potential hazards, known and unknown, involved in Participation. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.). The Participant understands and acknowledges that participation may include Hazards that could harm the Participant, and that such Hazards may or may not always be obvious. Participant hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases NC K9 ERT from all liability for injury, illness, and death or property damage resulting from Participation.

4. Photographic Release - Participant, without entitlement to any additional compensation, does hereby grant and convey unto NC K9 ERT authorization to use in perpetuity, and all right, title and interest in any and all photographic images and video or audio recordings made by NC K9 ERT that depict Participant, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

5. Other - Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by law. Participant agrees that in the event, that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release shall continue to be enforceable. This wavier and release is in effect for a period of six (6) from date the Participant signed it.

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

PARTICIPANT:

Signature: _____

Printed Name: _____

Address: _____

Phone: (H) _____ Phone: (W) _____

In case of emergency please contact:

Name: _____ Relationship: _____

Phone: _____

Address: _____

WITNESS:

Signature: _____ Date: _____

Printed Name: _____