



Bear Mountain Newfoundland Club Assumption of Risk, Waiver, and Release from Liability

In consideration of membership in the Bear Mountain Newfoundland Club (hereinafter referred to as BMNC) and/or the use of the property, facilities and/or attendance or participation in meetings, events, rescue, training or activities of any type (hereinafter collectively referred to as a BMNC Activity) sponsored wholly or in part by BMNC, the undersigned agrees as follows:

1. **Risk Factors-** The undersigned understands and acknowledges that the use of equipment and facilities provided by and attendance or participation in a BMNC Activity involves risks including, but not limited to the following: risk of property damage (including to their dog), bodily injury to themselves, their family members or their guests, including but not limited to permanent disability, paralysis, and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **Assumption of Risk-** The undersigned voluntarily assumes all risks that may arise out of or result from the use of the equipment or facilities and/or attendance or participation in any BMNC Activity, including those risks described in Section 1 above.
3. **Indemnify and Defend-** The undersigned hereby releases, waives, indemnifies and holds BMNC and all of their officers, trustees, directors, members, employees, and agents (hereinafter jointly referred to as "indemnitee") harmless from any and all claims, causes of action, suits, liability, losses, or damages for any property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or attendance or participation in any BMNC Activity.
4. **Waiver-** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
5. **Pay -** The undersigned agrees to pay for any and all damages to any property or indemnitee caused by the undersigned negligently, willfully or otherwise.
6. **Representatives -** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
7. **Consent for Emergency Treatment-** The undersigned, as a participant in the subject Activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
8. **Insurance -** The undersigned understands that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or attendance or participation in any BMNC Activity.
9. **Jurisdiction -** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of New York. The parties agree to use the State of New York for Jurisdiction and the county of BMNC's choice as Venue for any disputes between the parties.
10. **Severability -** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such Activity, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

Acknowledgment- I, the undersigned, have read and fully understand this agreement and realize it relates to surrendering and releasing valuable legal rights and do so freely and voluntarily when I decide to attend or participate in a BMNC Activity or as a condition of my membership in BMNC as evidenced by my payment of the membership fee.

Date: _____

PRINTED NAME: _____ **SIGNATURE:** _____

PRINTED NAME: _____ **SIGNATURE:** _____

PRINTED NAMES of MINORS: _____

Consent and Release on Behalf of Minor

I am the parent or legal guardian of the above named minors. I have read and understand the agreement and realize it relates to surrendering valuable legal rights of the minors and myself. I agree to be bound by all the terms of the agreement. I also give my consent to the attendance or participation in the BMNC Activity of the minors.

PRINTED NAME: _____ **SIGNATURE:** _____