



Waiver of Liability
COVID-19 ASSUMPTION OF RISK
AND WIAVER OF LIABILITY

Azalea Dog Training Club

A not-for-profit service organization
specializing in Obedience, Agility and Rally
Obedience

14 S. 16th Street
Wilmington, NC 28401

www.ADTC.us

910-392-2040

I, the undersigned, acknowledge, agree, and/or understand that:

1. Azalea Dog Training Club is a NC non-profit corporation and leases the premises located at 14 S. 16th Street, Wilmington, NC 28401 from St. Andrews-Covenant Presbyterian Church; and
2. I am voluntarily participating in dog training, show-and-go, or special event with Azalea Dog Training Club; and
3. I understand that even though all proper care and precaution will be taken by Azalea Dog Training Club to keep all participant dogs and people safe during training or special event, because dogs are animals and may be unpredictable, Azalea Dog Training Club cannot protect against every potential injury, risk or accident; and
4. I understand that this Release and Waiver is intended to SHIFT THE RISK of participating in dog training, show and go, or other special event at the Azalea Dog Training Club to the Owner and/or Guardian of minor of the dog participating in training; and
5. I acknowledge that I have had full opportunity to discuss any and all concerns I have regarding the foregoing risks with Azalea Dog Training Club and/or an attorney of my choice.
6. I understand that I may be required to show the vaccination report for my dog and that if my dog is a young dog, I understand the potential health risk in exposing a young puppy, without complete disease immunity, to other dogs. I release the Azalea Dog Training Club from any liability relating to exposure of my young puppy to disease.
7. Participant/Owner/Guardian of minor agrees to hold harmless Azalea Dog Training Club from any and all claims of injury, loss, cost, expenses, and/or damage caused by the actions of Participant or Participant's dog or other Participants or other Participants' dogs during the course of training, boarding, show and go, or other special event held at the Azalea Dog Training Club, or under the care, custody, or control of Azalea Dog Training Club; and
8. I hereby accept and assume, without reservation, all risks associated with my participation in the training program, show and go, or other special event, including, but not limited to, the risks of any and all injuries to me, my dog and any of my family members or third parties who

may attend, the risks that my dog may cause injury to other persons and/or dogs involved, and the risks that saliva, water, food, and/or other debris may be present in the training area; and 9. In consideration of and as inducement to the acceptance of my participation for training, show and go or other special event, I, for myself, my heirs, next of kin, executors, administrators, legal representatives, successors and assigns (the "Releasing Party") hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless Azalea Dog Training Club, and the members, managers, agents, and employees of Azalea Dog Training Club (the "Released Party") from any and all injuries, losses, claims and damages to any person or persons of any nature, its directors, officers, employees, agents, sponsors, organizers, volunteers of other representatives, their successors and/or assigns, (hereinafter collectively the "Releases") from any and all liability to the Undersigned for any loss, harm, damage, claim, injury, or accident to the person or property of the Undersigned, whether caused by any ordinary, negligent act or omission of the Releases while the Undersigned or his/her dog is engaged in or participating in dog training, show and go, or special event or using any trainer or facilities in connection therewith.

10. This Waiver of Liability & Informed Consent Release shall be legally binding on the undersigned Owner/Participant/Guardian (Releasing Party). Further, should the Owner/Participant/Guardian (Releasing Party) assert a claim to the contrary to what I have agreed to in the Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

11. I hereby consent to my dog being the subject of the photographs and/or audiovisual recording and authorize Azalea Dog Training Club to cause the same to be exhibited for educational purposes or marketing tools as still photographs, video, or other similar media.

12. Every provision herein is intended to be severable. If any one or more of the provision herein is found to be unenforceable or invalid, the determination of unenforceability or invalidity shall not affect the other terms and provision hereof, which shall remain binding and enforceable. This foregoing release and waiver and assumption of risk is intended to be as expansive, broad and inclusive as permitted by North Carolina law.

I represent that I am at least 18 years of age.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19
RULES AND REGULATIONS REGARDING USE OF THE BUILDING
AZALEA DOG TRAINING CLUB
14 S. 16th Street
Wilmington, NC 28401

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal

and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

AZALEA DOG TRAINING CLUB (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your dogs will not become infected with COVID-19. Further, attending the Club could increase your risk and your dog’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my dog(s) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, Club members, Club Board of Directors, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my dog(s) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my dog(s) may experience or incur in connection with my attendance at the Club or participation in Club programming (“Claims”). I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, members, and representatives, including, but not limited to, the Club’s Board of Directors, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, members, and representatives, including, but not limited to, the Club’s Board of Directors, whether a COVID-19 infection occurs before, during, or after participation in any class, Club program, or individual training session(s) in the building.

I agree to the following rules and regulations relating to the use of the space located at 14 S. 16th Street, Wilmington, NC 28401.

1. I have read and agree to the **Azalea Dog Training Club COVID-19 Policy for Classes** which is posted on the website at www.adtc.us.
2. You must NOT have a temperature over 99.8. If you are not feeling well in any way, please do not come to the building.
4. Class participants must maintain a 6-foot distance from each other at all times.
5. Class participants may not bring in any guests.
6. There is a maximum of 8 people in the space at any given time (6 students, 1 teacher, 1 assistant).
7. Face masks are required in class.

8. Class participants understand that they are using the space at their own risk.
9. Class participants must sign this agreement before use of the space.
10. Class participants must have an updated and non-expired copy of their dog's vaccine history either in the office or uploaded onto the website before use of the space.

READ CAREFULLY!! BY SIGNING THIS DOCUMENT, YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

I understand the gravity and legal consequences of signing this Waiver of Liability and sign this document on my own free will.

Signature page attached.