

**RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT**  
**NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING!**

This Release and Express Assumption of Risk Agreement (this "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between NORTH AMERICAN VERSATILE HUNTING DOG ASSOCIATION, a California not for profit corporation, (hereinafter referred to as "NAVHDA"); and \_\_\_\_\_, (hereinafter referred to as "Participant"); and \_\_\_\_\_ (hereinafter referred to as "Participant's parent or guardian," if Participant is a minor).

WHEREAS, Participant desires to participate in the following indicated test, training days or Special events sanctioned by NAVHDA and to be held from \_\_\_\_\_ to \_\_\_\_\_ (the "Test"):

Invitational                       Utility                       Utility Preparatory  
 Natural Ability                       Training Days                       Special Events

WHEREAS, NAVHDA and/or the NAVHDA chapter holding the Test, Training Days Special Events (the "Chapter") will utilize facilities belonging to various individuals or legal entities to conduct the Test (which individuals and/or legal entities are collectively referred to herein as the "Landowner").

NOW, THEREFORE, in consideration for the use of Landowner's facilities, and participation in the Test, Participant agrees as follows:

1. Participant agrees to abide by all rules and regulations of NAVHDA and the Chapter and to abide by all instructions provided by or on behalf of NAVHDA, the Chapter and the Landowner.
2. Participant agrees that he/she is responsible for his/her own safety, and understands that participation in the Test may expose Participant and Participant's dog(s) to above normal risks.
3. Participant agrees to provide his/her own insurance coverage for injury or damage to himself/herself, Participant's own dog(s) and personal property.
4. Participant and Participant's parent/guardian acknowledge and understand the inherent risks associated with the Test and generally working around hunting dogs, and participating in NAVHDA and the Chapter's activities and the Test which risks include, but are not limited to, bodily injury as a result of being in close proximity to dogs, firearms and birds. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur to the Participant and/or his or her dog(s) as a result of certain canine behaviors, including, but not limited to, biting; jumping upon, knocking over, pulling on leashes, stepping on; unpredictable reactions to drugs or medications; transmittable diseases, sounds; sudden emergencies; sudden movements; unfamiliar objects, persons or other animals, including other dogs; hazards of and on the land including, but not limited to holes and fences of any and all kinds, use of motor vehicles and other motorized devices and machinery; bird and dummy launchers and other equipment; being in close proximity to and/or entering into ponds, creeks and other bodies of water; collisions with other dogs, livestock, trees, shrubberies, natural and man-made obstacles or objects. Participant and Participant's parent/guardian further acknowledge and understand that personal injury, harm or death may occur as a result of the inability of another person to maintain control over a dog or unsafe use of a firearm or motorized vehicle.
5. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN UNDERSTAND, AGREE, AND EXPRESSLY ASSUME ALL RISKS INVOLVED IN AND ARISING FROM PARTICIPATION IN NAVHDA AND/OR THE CHAPTER'S ACTIVITIES, THE TEST AND ON PROPERTIES OWNED BY LANDOWNER, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, BODILY INJURY, AND PROPERTY DAMAGE TO PARTICIPANT AND HIS/HER DOG(S), WHICH MAY RESULT FROM ANY HAZARD, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN PARAGRAPH 4 ABOVE. AND INCLUDING THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANY OTHER PERSON WHETHER OR NOT A MEMBER OF NAVHDA OR A PARTICIPANT IN NAVHDA AND/OR CHAPTER ACTIVITIES AND/OR THE TEST AND WHETHER OR NOT ON THE PROPERTIES UTILIZED BY NAVHDA AND/OR THE CHAPTER FOR THE ACTIVITIES AND/OR THE TEST. IN ADDITION, PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN UNDERSTAND, AGREE AND EXPRESSLY ASSUME ALL RISK ARISING OUT OF THE NEGLIGENT INCREASE OF ANY INHERENT RISK REFERRED TO IN THIS PARAGRAPH 5.
6. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN AGREE THAT HE/SHE/THEY SHALL AND HEREBY DO HOLD HARMLESS AND RELEASE NAVHDA, THE CHAPTER, THE LANDOWNER AND ALL PROPERTY OWNERS UPON WHOSE PROPERTY NAVHDA AND/OR THE CHAPTER MAY CONDUCT THEIR ACTIVITIES AND THE TEST, THEIR HEIRS, SUCCESSORS, AND ASSIGNS; NAVHDA SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS FROM ANY AND ALL LIABILITY WHATSOEVER EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF NAVHDA, THE CHAPTER AND/OR THE LANDOWNER. PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN FURTHER AGREE THAT PARTICIPANT WILL NOT INSTITUTE ANY LEGAL ACTION AGAINST NAVHDA, THE CHAPTER, THE LANDOWNER, THEIR HEIRS, SUCCESSORS AND ASSIGNS; NAVHDA'S SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES,