

THE RESORT AT PAWS UP - CANINE CLASSIC ASSUMPTION OF RISK AND RELEASE AGREEMENT

INSTRUCTIONS: All participants must read, understand, agree, and sign this Assumption of Risk and Release Agreement. ALL sections MUST be completed.

PARTICIPANT INFORMATION: (Please PRINT. One person per form. Please fill in all blanks.)

Last Name _____ First _____ Middle Initial _____ Email _____

(Street and Apt. or PO Box) _____ City, State, and Zip _____

Home Ph _____ WkPh _____ Cell Ph _____ Emergency Contact Name _____

Relationship _____ Phone _____

PARTICIPANT ASSUMPTION OF RISK AND RELEASE AGREEMENT; INITIAL EACH PARAGRAPH:

____ I, (PRINT name) _____ hereby state that I wish to participate in the

Canine Classic at the Resort at Paws Up. I understand that any and all activities may involve danger to me and/or others. I assume all risk associated with any activity in which I participate on the Resort associated with the Canine Classic (whether or not accompanied by Resort staff). I acknowledge that inherent risks, hazards and dangers exist on and around the Resort (including U.S. Forest Service Land, BLM federal lands, leased private lands, Indian lands, fishing rivers and lakes, "all Resort property") associated with Resort activities and the Canine Classic which the Resort cannot eliminate, including the working cattle ranch and wilderness environments and the inherently unpredictable behavior of some dogs in new environments and around other dogs and animals.

____ I agree to comply with all Resort rules and regulations, including those given orally and in writing, and to participate in safety presentations and the presentation of any safety material, which are designed to promote safety during the Canine Classic. Knowing the inherent risks, dangers and rigors involved in the Canine Classic, I certify that I and my dog are fully capable, physically and mentally, of participating in the Canine Classic. I further certify that my dog has a current rabies vaccination. I further understand and agree that without a providing protection of its assets, the Resort would not be able to offer its facilities and recreational activities to participants in the Canine Classic.

____ In consideration of and as part payment for the right to enjoy the Resort facilities and participate in the Canine Classic, I agree for myself, my heirs and my legal representatives to **RELEASE, HOLD HARMLESS, AND INDEMNIFY** the Resort, its members, managers, employees, staff, contractors, agents, successors, assigns, partners and owners from any and all liability, claims, and causes of action arising out of or in any way connected with my and my dog's participation in the Canine Classic, and any harm or loss caused to third parties. This Release covers any injury to myself or my dog incurred while hiking and/or walking on Resort property and any physical or emotional harm which may be incurred. I personally assume all risks in connection with activities and functions and use of the facilities.

____ I hereby grant to Paws Up and its licensees and/or assigns (collectively "Paws Up") the absolute and irrevocable perpetual right with respect to the photographs taken of me, my family, and my dog at The Resort at Paws Up to use, publish, re-publish, display and reproduce the same in whole or in part, with or without modification, individually and in conjunction with other photographs, for use in any and/or all media, in any geographic territory, channel of trade or market for the exclusive promotion of any Paws Up entity.

____ I hereby release and discharge Paws Up from any and all claims and demands arising out of or in connection with the use of the Photograph, including any and all claims for additional compensation, claims of defamation or any claims regarding rights of privacy or publicity.

____ **EMERGENCY CARE:** Resort staff will not be held accountable for emergency care provided to me or my dog. Resort staff will assist to the best of their ability until authorized medical assistance is available. Certain staff members are trained to perform first aid, but should I request further assistance and/or additional medical treatment, I understand the staff will call 911 for emergency medical response or shuttle the guest to the emergency center at either of the two hospitals in Missoula with emergency rooms.

____ **WAIVER.** This Assumption of Risk and Release Agreement does not in any way hold the resort liable for any medical or emergency care given.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT. I HAVE READ ANY MATERIALS PROVIDED TO ME BY THE RESORT AND UNDERSTAND THAT I WILL BE BRIEFED ON SAFETY PROCEDURES AT THE BEGINNING OF THE CANINE CLASSIC. I ALSO UNDERSTAND THAT IF I AM IN ANY WAY UNSATISFIED WITH THE SAFETY BRIEFING PRESENTED TO ME, I MAY FREELY WITHDRAW FROM PARTICIPATION IN THE CANINE CLASSIC. I HAVE NOT BEEN COERCED IN ANY WAY TO SIGN THIS RELEASE AND HAVE SIGNED IT OF MY OWN FREE WILL. I FULLY UNDERSTAND THAT BY SIGNING THIS RELEASE I HAVE RELEASED THE RESORT FOREVER AND FOR ALL TIME FROM ANY LIABILITY OF ANY KIND AS A RESULT OF ANY ACCIDENT OR INJURY, EXCEPT FOR WILLFUL OR NEGLIGENT VIOLATIONS OF LEGAL DUTIES BY THE RESORT AT PAWS UP. I FURTHER UNDERSTAND THAT THE COST TO ME OF ANY ACCIDENT OR INJURY TO ME OR MY DOG IS MY COST AND MY FINANCIAL COST ALONE.

Signature of Participant: _____ Date: _____

