



# Atlanta Pet Fair & Conference

## Release, Assumption of the Risk and Indemnity

### Agreement

This agreement is by and between World Pet Association, a California non-profit organization (“WPA”, “us”), and Owner/Guardian Name (please print) \_\_\_\_\_ (“Owner”, “I”, “me”, “my”) of the dog(s) as listed in Appendix A, attached hereto (“Dog(s)”), For good and valuable consideration, including the ability to utilize the Holding Facility (defined below) and the benefit of my enjoyment of such service, the receipt and sufficiency of which I hereby irrevocably acknowledge, I agree to all the terms, covenants and agreements, of this Agreement.

#### **1. Representations.**

I represent that my Dog(s) is/are (a) at least (5) months of age; (b) not aggressive, has/have not, at any time, harmed or shown threatening behavior towards any person or pet, and has/have no history of untoward behavior as a result of being confined in a small area; and (c) in good health and has not been ill with any communicable diseases within a thirty (30) day period prior to check in at the Atlanta Pet Fair & Conference (“Event”), and that my Dog(s) is/are current on all vaccinations as follows:

- a. Bordatella (kennel cough) vaccine within the last six (6) months (\*required)
- b. Distemper (also known as DHLPP – Distemper, Hepatitis, Leptospirosis, Para influenza, Parvovirus vaccine within the last year (or 3 years for a 3 year vaccine) (\*required)
- c. Rabies vaccine within the last year (or 3 years for a 3 year vaccine) (\*required)
- d. Canine Influenza vaccine (not required but highly recommended)

If requested by WPA, I agree to provide to WPA veterinarian records showing that my Dog(s) are up-to-date on the required vaccinations as listed above, prior to WPA permitting my Dog(s) entry into the Event.

#### **2. Acknowledgement Assumption of the Risk.**

- a. I acknowledge and agree that (I) my placement of my Dog(s) in the WPA provided holding facility at the Event (“Holding Facility”), is knowing, voluntary, and made for my personal enjoyment, (II) at all times while attending the Event, including while my Dog(s) is/are in the Holding Facility, I am solely responsible for the total care of my Dog(s), which shall include, but is not limited to: feeding, watering and potty breaks for my Dog(s), (III) my Dog(s) may be removed from the Holding Facility at WPA’s sole discretion if it believes that my Dog(s) may be in danger or may endanger people and/or other dogs by virtue of my Dog(s)’ conduct, behavior and/or aggressive propensities, and not permitted to interact further with other dogs; and (IV) WPA reserves the right to refuse or revoke admittance to any dog(s) that display behavior deemed by WPA to be unsafe or inappropriate.
- b. I understand that (I) while WPA makes every effort to ensure the animal(s) being held in the Holding Facility are healthy by requiring their owners to affirmatively represent that all vaccines for their pet are current, the employees of WPA are not veterinarians, do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are in the Holding Facility, (II) vaccines do not protect against all communicable illnesses that may affect the dogs at the Event; and (III) my placement of my Dog(s) in the Holding Facility involves risks including, without limitation, illness, disease, harm or otherwise to my Dog(s), which may be caused by my actions or inactions, those of others who also place their dog(s) in the Holding Facility, the conditions of the venue in which the Event takes place, or the negligence of third parties and/or the Releases named below, and that there may be other risks not known to me or not readily foreseeable at this time. I fully accept and assume such risks and responsibility for losses, costs, and damages which I or WPA, on my behalf, incur as a result of my use of the Holding Facility.

#### **3. Medical Treatment.**

In the event my Dog(s) becomes ill or injured while at the Holding Facility, WPA will immediately attempt to notify me and/or the emergency contact on file (if any). However, if a situation exists in which WPA deems medical care is important to the Dog(s) health and/or requires immediate action, I hereby consent to my Dog(s) transportation to the closest available veterinary facility and treatment at such facility, I understand I am solely financially responsible for all costs related to any such medical treatment my Dog(s) receives, I hereby grant permission to WPA, its Owners, employees, agents or otherwise to take any and all necessary action to ensure the wellbeing of my Dog(s) while being held at the Holding Facility.

**4. Release.**

I hereby release and discharge WPA and its administrators, directors, agents, officers, volunteers, and/or employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Event takes place, (each a "Releasee", collectively, the "Releasees") from all liability, claims, demands, losses, or damages (including reasonable attorneys' fees and costs), of any kind, of or to me, my Dog(s), my property, or any other person, directly or indirectly arising out of or in connection with my use of the Holding Facility, even if caused or alleged to be caused in whole or in part by the negligence of the "Releasees", or otherwise, including, without limitation, negligent emergency care and/or rescue operations, and/or damage caused to my Dog(s) by injury or other episodes which may have been caused by or from another animal ("Released Claims"). With respect to all claims released herein, I agree that, notwithstanding section 1542 of the California Civil Code or any similar code or law in another jurisdiction, this release shall constitute a full release in accordance with its terms. I knowingly, intelligently and voluntarily waive the provisions of section 1542 of the California Civil Code any similar code or law in any other jurisdiction, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**5. Indemnification.**

I will defend, indemnify, hold harmless and reimburse WPA and each of the Releasees from and against any and all damages, losses, costs, judgments, settlements, awards or expenses of whatever kind (including reasonable attorneys' fees and costs) arising from any claim, action, or demand related to (a) the Released Claims; (b) a breach by me of my representations and/or warranties in this Agreement; (c) any and all acts or behavior of my Dog(s) while at the Event and in the Holding Facility, including, without limitation, bites, aggressive behavior, damage to other animals, or conduct of my Dog(s) including payments of costs for injury to staff or attendees, or participants or other animals or damage Dog(s) , and/or (d) my failure to inform WPA of any pre-existing condition the Dog(s) may have; whether physical, social or psychological.

**6. Governing Law; Venue.**

All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Los Angeles, California and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT ENTIRELY AND FULLY UNDERSTAND ALL OF THE TERMS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE WPA AND RELEASEES. I ACKNOWLEDGE I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE BEING MADE TO ME AND INTEND BY MY ACCEPTANCE THAT THIS AGREEMENT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**Owner/Guardian:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

**Emergency Contact (to be filled in by Owner - please print):**

Name: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Relationship to Owner: \_\_\_\_\_

# Appendix A

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_

Dog Name \_\_\_\_\_ Breed \_\_\_\_\_



# Atlanta Pet Fair & Conference

## HOLDING FACILITY REGISTRATION/CARE LOG Atlanta Pet Fair & Conference Show Log, One Per Dog (Stays with Crate)

Contestant Name: \_\_\_\_\_ Contestant #: \_\_\_\_\_

Authorized Access Limited To: \_\_\_\_\_

Home: ( ) \_\_\_\_\_ Work: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Emergency Contact (other than a contestant)

Name: \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Hotel: \_\_\_\_\_ City: \_\_\_\_\_

Hotel Phone: \_\_\_\_\_ Name on Hotel Room: \_\_\_\_\_ Room#: \_\_\_\_\_

Dog's Name: _____ Breed: _____ Color: _____ Age: _____
Medical Problems: _____
Date of Rabies Vaccination: _____ Dog's Vet's Name: _____ Phone: _____

Original Check In: Date: _____ Time: _____ By: _____
Final Check Out: Date _____ Time: _____ By: _____

Care Log      ( ) Thursday      ( ) Friday      ( ) Saturday      ( ) Sunday
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Time Out	By	Food/H2O	Exercise	Prep	Contest	Time In	By
1							
2							
3							
4							
5							
6							
7							

## Care Log Page 2 Atlanta Pet Fair & Conference

<u>Time Out</u>	<u>By</u>	<u>Food/H2O</u>	<u>Exercise</u>	<u>Prep</u>	<u>Contest</u>	<u>Time In</u>	<u>By</u>
1							
2							
3							
4							
5							
6							

<u>Time Out</u>	<u>By</u>	<u>Food/H2O</u>	<u>Exercise</u>	<u>Prep</u>	<u>Contest</u>	<u>Time In</u>	<u>By</u>
1							
2							
3							
4							
5							
6							

<u>Time Out</u>	<u>By</u>	<u>Food/H2O</u>	<u>Exercise</u>	<u>Prep</u>	<u>Contest</u>	<u>Time In</u>	<u>By</u>
1							
2							
3							
4							
5							
6							

<u>Time Out</u>	<u>By</u>	<u>Food/H2O</u>	<u>Exercise</u>	<u>Prep</u>	<u>Contest</u>	<u>Time In</u>	<u>By</u>
1							
2							
3							
4							
5							
6							

## CRATE CARD

**Dog's Name** \_\_\_\_\_

**Breed** \_\_\_\_\_

**Groomer's Name** \_\_\_\_\_

**Cell Phone Number** \_\_\_\_\_

**Hotel you are staying at throughout the Show**

\_\_\_\_\_

**Assistant's Name** \_\_\_\_\_

**Assistant's Cell Phone Number** \_\_\_\_\_