

EXPRESS ASSUMPTION OF THE RISK
RELEASE AND WAIVER OF LIABILITY
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This agreement between **K9 PLUS CORP.**, a New York Corporation with offices located at 1011 Grand Blvd., Deer Park, N.Y. 11729, doing business as “**Maximum K9 Service**”, “**Maximum K9 Nutrition**”, “**Max Natural Dog Co.**”, “**Secreti Haus Rottweilers**”, “**Maximum K9 Detection Service**” and all other of its related business enterprises (hereinafter, collectively referred to as “**K9**”); and
(customer’s name) _____, residing at
(customer’s address) _____, (hereinafter referred to as “**Customer**”).

WHEREAS, K9 is in the business of providing various products and services for dogs, and involving dogs, including, without limitation: training in K9’s facility; training outside of K9’s facility; in home training; board and train programs; boarding; grooming; and canine security services (hereinafter, “K9’s Services”); and

WHEREAS, Customer understands and acknowledges that K9’s Services have inherent dangers associated with them, including the risk of serious bodily injury, or death, due to the unpredictable nature of dogs and their possible aggressiveness or vicious propensities toward people and/or other dogs; and

WHEREAS, Customer understands and acknowledges that attendance at, or participation in, any dog related event at K9’s facilities, or under the guidance of K9 at other locations, is subject to the serious risk of harm to Customer, his/her/its dog(s) and to other persons and dogs, even when the utmost care and precautions have been taken, and

WHEREAS, Customer has specifically agreed to purchase one or more of K9’s Services, participate in, or observe, one of K9’s Services or events, knowing full well and understanding the special risks inherent therein, and K9 has agreed to provide said Service(s) to Customer and/or to allow Customer’s participation in or presence during said Service, but only upon the express condition that Customer execute this Agreement prior thereto and agrees to be bound by the terms and provisions set forth below.

NOW, THEREFORE it is agreed between the parties as follows:

ASSUMPTION OF RISK

- CUSTOMER HEREBY EXPRESSLY ASSUMES ALL RISK OF HARM ASSOCIATED WITH ANY AND ALL OF K9'S SERVICES.
- CUSTOMER HEREBY EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE TO ANY PERSON AND/OR INJURY OR DEATH TO CUSTOMER'S DOG(s), ARISING OUT OF ANY OF K9'S SERVICES, AND REGARDLESS OF ANY NEGLIGENCE ON THE PART OF K9 CONTRIBUTING THERETO (except for its "gross" negligence).

RELEASE/WAIVER OF CLAIMS

- CUSTOMER HEREBY EXPRESSLY RELEASES, WAIVES AND DISCHARGES K9, ITS DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, HANDLERS, APPRENTICES, AGENTS AND/OR REPRESENTATIVES FROM ANY LIABILITY FOR ANY AND ALL CLAIMS, OF WHATSOEVER NATURE, THAT MIGHT ARISE FROM ANY OF K9'S SERVICES, INCLUDING ANY CLAIM INVOLVING K9'S OWN NEGLIGENCE (except for its "gross" negligence).

INDEMNITY

- CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS K9, AND ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, HANDLERS, APPRENTICES, AGENTS, REPRESENTATIVES, AND/OR INSURANCE CARRIERS, AND EACH OF THEM, FROM ANY LOSS, LIABILITY OR DAMAGE, INCLUDING LITIGATION EXPENSES AND ATTORNEY'S FEES, ARISING OUT OF ANY OF K9'S SERVICES, WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY K9's OWN NEGLIGENCE (except for its "gross" negligence).
- CUSTOMER HEREBY ACKNOWLEDGES THAT HE/SHE/IT HAS FULLY READ AND UNDERSTANDS THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT HE/SHE/IT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAS DONE SO FREELY AND VOLUNTARILY AND INTENDS THAT HIS/HER/ITS SIGNATURE BE AN EXPRESS ASSUMPTION OF RISK, AND UNCONDITIONAL RELEASE/WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, TO THE GREATEST EXTENT ALLOWED BY LAW.

Customer:

Print Name: _____ Signature: _____ Date: _____

K9 Staff:

Print Name: _____ Signature: _____ Date: _____