
U.S. CANINE BIATHLON® WAIVER AND RELEASE

In consideration of my being permitted to participate in all activities conducted in conjunction with the U.S. Canine Biathlon® (the “Activity”) hosted by American K-9 Detection Services, LLC (“AMK9”), I hereby attest that, after reading this Waiver and Release completely and carefully, I understand and agree as follows:

ASSUMPTION OF RISK: I understand that my participation in the Activity involves the risk of serious personal injury, illness, permanent disability, dismemberment, and death, as well as the risk of severe economic and property loss or damage. I understand these risks may result from the negligent acts or omissions of myself or others (including but not limited to other participants in the Activity and the Released Parties) or from the condition of any property, facilities, or equipment used. I also understand that there may be risks that are unknown to me and/or the Released Parties, and which may not be reasonably foreseeable. My participation in the Activity is entirely voluntary, and I acknowledge my option not to participate in the Activity if I deem it unsafe, unreasonable, or imprudent. I assume all risks of loss, injury, or damage of any kind or nature arising from or connected to my participation in the Activity. I accept personal responsibility for any injury, including, but not limited to, personal injury, disability, dismemberment, and death, illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my guests may suffer arising out of or in connection with my participation in the Activity.

LIABILITY RELEASE AND INDEMNITY: On my own behalf, and on behalf of my heirs, agents, assigns, beneficiaries, executors, administrators, next of kin, and guests, I hereby release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, proceedings, demands, suits, damages, costs, losses, or expenses of any kind or nature including reasonable attorney’s fees and costs (“Claims”) arising out of or in any way connected with my participation in the Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys’ fees and disbursements up through and including any appeal. I understand that this Release and indemnity includes any Claims based on the negligence, action, or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during, or after such participation. For the purposes of this Waiver and Release, the “Released Parties” are AMK9, its subsidiaries, business units, affiliates, lateral companies, parent companies, past and present, its predecessors and successors and its respective officers, directors, managers, members, employees, agents, legal counsel, shareholders, trustees, joint venturers, partners, successors and assigns, past and present.

PHYSICAL CONDITION: I hereby certify that I am in good health, mentally capable, and physically fit for participation in the Activity; have the skill level required in conjunction with the Activity, and have not been advised otherwise.

PUBLICITY RIGHTS: I grant the Released Parties the right to photograph, record, and/or video me and further to display, edit, and/or otherwise use my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, (including, without limitation, in computer or other device applications, online webcasts, television programming, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Activity results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use.

ARBITRATION: I SPECIFICALLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY. Instead, any controversy or Claims arising out of or relating to this Waiver and Release or my participation in the Activity shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules then in effect, except to the extent such rules vary from the following provisions. Notwithstanding, the parties hereto may seek interim, provisional, injunctive, or other equitable remedies in courts of appropriate jurisdiction until the arbitration award is rendered, and the seeking of such relief shall not be deemed a waiver of the right to compel arbitration of a dispute hereunder. The arbitration shall be conducted by one independent and impartial arbitrator, appointed by the AAA (the "Arbitrator"). The arbitration proceedings shall be held in Troup County, Georgia unless the parties agree to another location. The Arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. The Arbitrator's award shall be in writing, signed by the Arbitrator and delivered to the parties and shall contain a concise statement regarding the reasons for the disposition of any claim. To the extent permissible under applicable law, the award of the Arbitrator shall be final. Except as necessary in court proceedings to enforce this arbitration provision or any award rendered hereunder, for tax purposes, legal purposes, or to obtain interim relief, neither party hereto nor the Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties hereto. The judgment of the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. These arbitration provisions shall be enforced to the fullest extent permitted by applicable law.

GOVERNING LAW: Irrespective of the actual place of execution of this Waiver and Release, except for arbitration, this Waiver and Release shall be governed by and interpreted under the laws of the United States of America and the State of Georgia with the mandatory, exclusive jurisdiction and venue for any legal action relating to or arising out of this Waiver and Release shall lie solely, specifically, and exclusively in the U.S. Federal courts in the Middle District of Alabama, Eastern Division or, when appropriate, in the State Circuit Court in and for Lee County, Alabama. I hereby irrevocably consent to mandatory, exclusive jurisdiction and venue in those courts.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Full Name: _____

Participant's Signature: _____

Date: _____

I, AS PARENT OR GUARDIAN OF THE ABOVE MINOR UNDER 19 YEARS OF AGE, HEREBY CONSENT ON BEHALF OF SAID MINOR, TO THE TERMS AND CONDITIONS SET FORTH IN THIS WAIVER AND RELEASE.

Minor's Name and DOB: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____