

# Swamp Dog Farm 2019

## Waiver and Release Agreement

Please read carefully before signing.  
This is a release of liability and waiver of certain legal rights

In Consideration for my being permitted to utilize the property, building(s), equipment and participate in the activities on property owned by Kathy Miner and Barbara Loree (herein referred to as Swamp Dog Farm), I agree to the following Waiver and Release:

I acknowledge that activities including, but not limited to, retriever training, handling a dog, agility, outdoor activities, workshops / seminars, hunting tests, field trials and hunting has inherent risks, hazards and dangers for anyone, that cannot be eliminated, particularly in an outdoor environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. The risk of injury from bow and arrow hunting: ( only during designated Bow season)
4. Walking in rugged country, including encounters with wildlife, animals and insects;
5. Inclement weather conditions;
6. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle, including farm machinery, mowers, used on or off the paved road;
7. Injury from walking or running indoors or outdoors;
8. Damage to personal vehicles and equipment;
9. Injury to self and animals.
10. No All Terrain Vehicles (ATV) are not permitted on the property; excluding any owned or operated by the said owners; Barbara Loree and Kathy Miner.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss them with the Owners of Swamp Dog Farm. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE PROPERTY, EQUIPMENT and FACILITIES OF SWAMP DOG FARM WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH TO MYSELF AND MY ANIMALS. I also accept responsibility and will pay for any damage caused by me or my animals to the facilities, property or equipment of Swamp Dog Farm.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE OWNERS OF SWAMP DOG their employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with the participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me, my property or my animals as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Swamp Dog Farm or from some other caused I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue the Owners of Swamp Dog Farm as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities at Swamp Dog Farm.

This waiver is valid unless revoked in writing. I hereby agree to the terms and condition of this Waiver every time I access Swamp Dog Farm in 2019.

I HAVE CAREFULLY READ. CLEARLY UNDERSTAND, AND VOLUNTARILY S, RELEASE AGREEMENT GN  
THIS WAIVER AND RELEASE AGREEMENT

\_\_\_\_\_  
Print Name

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Date