

## World Animal Awareness Society Canine Survey Participant Waiver

### Declaration:

- 1) I understand that participating in the WA2S Canine Survey is a mentally challenging and potentially dangerous activity and can involve the risk of serious injury and/or death.
- 2) I assert that I am in good health and in proper physical condition to safely participate in the Canine Survey. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Canine Survey, or that would result in my participation creating a risk of danger to myself or to others.

Please initial below to agree to the declarations

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### Survey Rules:

#### Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of the WA2S Canine Survey. I further agree to comply with all directions, instructions and decisions of WA2S Canine Survey personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation: I acknowledge that WA2S at its sole discretion may delay, modify, or cancel the Canine Survey if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of WA2S, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Canine Survey as described in this paragraph, I understand that I will be given an alternate date for the Survey and sponsorship money will be due on the new date.

Govern Participation: I understand that WA2S has the authority to issue instructions or directions relating to the manner of my safe participation in the Canine Survey and the authority to halt my participation in the Survey at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of WA2S.

Removal from Canine Survey: I understand that WA2S may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Survey.

I understand the canine survey will be filmed and I freely give authorization for video or pictures of me to be used in a documentary film(s) and for any marketing purposes.

Attitude and Behavior: I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, animals, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of the Canine Survey, will not be; under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Survey. I further, understand that alcohol consumption during the event is prohibited.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no touching or physical interaction with stray dogs or other animals; 2) follow the scientific protocol exactly; 3) if an injured or sick animal is seen, call 313.510.1444 4) obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Canine Survey by WA2S, its affiliated entities or contractors, and/or the media become the sole property of WA2S. I grant the right, permission and authority to WA2S and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that WA2S and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached majority age (or will have reached that age by the date of the Canine Survey. Majority age is 18.

Please initial below to agree to survey rules

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## Waiver:

WA2S Canine Survey  
ASSUMPTION OF RISK, WAIVER OF LIABILITY,  
AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

### Parties

Released Parties include WA2S and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Canine Survey event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or

affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

.... Initial Assumption of Inherent Risks

The WA2S Canine Survey (hereafter referred to as the CS) is a scientific survey of stray dogs that takes place over two days, in Detroit, MI. It is not a race against other contestants, but rather a methodical scientific process that will cover 50 check points per team. The object is to complete all 50 of your team's checkpoints. Stamina and attention to detail are part of the challenge and could involve hostile or uncomfortable environments. In summation, the CS is potentially a hazardous activity that presents the ultimate mental challenge to participants.

I acknowledge that the CS carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without altering the CS scientific integrity) regardless of the care and precautions taken by WA2S.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons or objects, contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards; 3) weather-related hazards (e.g., extreme heat, humidity, rain, fog); 4) inadequate first aid and/or emergency measures; 5) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant; and 6) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, or ticks).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious injuries could occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, or infection. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the CS to ensure that such participation will not pose any unusual risks to my health and well-being.

I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks involved in the CS and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the CS; 2) I understand the demands of this activity relative to my physical and mental condition; and 3) I appreciate the potential impact of the types of injuries that may result from the CS. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in the CS event.

#### .... Initial Waiver of Liability for ORDINARY NEGLIGENCE

In consideration of being permitted to participate in the CS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge WA2S and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the CS or the ORDINARY NEGLIGENCE of WA2S (or other Released Parties) that I may have arising out of my participation in the CS.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the CS participation, which includes injury during my participation of the CS; and 2) any and all claims resulting from damage to, loss of, or theft of property.

#### .... Initial Indemnification Agreement

In consideration of being permitted to participate in the CS and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify WA2S (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the CS; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the CS. For the purposes hereof, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the CS.

#### .... Initial Other Agreements

##### Venue and Jurisdiction:

I understand that if legal action is brought, the appropriate state or federal trial court for the State that the World Animal Awareness Society is headquartered in - Michigan, and Michigan has the sole and exclusive jurisdiction and that only the substantive laws of the State of Michigan shall apply.

##### Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State of Michigan and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

#### Integration:

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and WA2S and cannot be modified or changed in any way by representations or statements by any agent or employee of WA2S. This Agreement may only be amended by a written document duly executed by all parties.

#### Mediation and Arbitration:

In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the CS shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

#### .... Initial Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the CS. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the CS, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in the CS while under the influence of alcohol and/or drugs.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Survey, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by medical insurance.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate WA2S personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorize WA2S to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by WA2S.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that WA2S has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of WA2S to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

#### Acknowledgment of Understanding:

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating in the

CS, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of WA2S (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State of Michigan.

Please print and sign below to agree :

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Print name

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Signature

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Date