

General Liability Waiver and Release of All Claims

On behalf of myself, members of my family, including, but not limited to, any minor children and guests who may attend with me, or on my behalf (collectively "Releasing Parties"), and in consideration of the Releasing Parties' affiliation with, use and enjoyment of and/or presence at the facilities of Cleveland All-Breed Training Club and/or attendance, participation, or auditing of any class, seminar, meeting, show, or exhibition either held at Cleveland All-Breed Training Club or sponsored by Cleveland All-Breed Training Club (collectively, the "CABTC Activities"), the Releasing Parties understand, acknowledge, and agree as follows:

1. Attending and/or participating in CABTC Activities with or without a dog is not without risk to the Releasing Parties or their dog(s), including, but not limited to injury, and dogs can be unpredictable even when handled with the utmost care. The Releasing Parties expressly assume these risks and hereby waive and release Cleveland All-Breed Training Club, its members, directors, governors, officers, agents, superintendents, committees, instructors, employees and/or volunteers, Cleveland All-Breed Training Club's landlord, Cleveland All-Breed Training Club's neighbors (including, but not limited to, Die-Matic Corporation), and any and all other persons or entities connected with or associated with Cleveland All-Breed Training Club, in whatever capacity (collectively "CABTC"), from any and all injuries (including, but not limited to, any injury to the Releasing Parties or their dog(s)), damages (including, but not limited to, any damage to the Releasing Parties or their dog(s)), liability, claims, or causes of action, concerning, regarding, related to, and/or arising out of any CABTC Activities.
2. Training and participation in any CABTC Activities is voluntary and may expose the Releasing Parties to the risk of illness. The Releasing Parties expressly assume this risk, including, but not limited to, the risk of COVID-19 or any other illness, accept full responsibility for their own health, well-being, and safety, and hereby waive and release CABTC, from any and all liability, damages, claims, or causes of action, concerning, regarding, related to, and/or arising out of any illness, injury, or damage to the Releasing Parties.
3. Training and participation in any CABTC Activities is voluntary and may expose my dog(s) to the risk of illness. The Releasing Parties expressly assume this risk, including, but not limited to, the risk of Bordetella (kennel cough) or any other illness, accept full responsibility for the health, well-being, and safety of their own dog(s), and hereby waive and release CABTC, from any and all liability, damages, claims, or causes of action, concerning, regarding, related to, and/or arising out of any illness, injury, or damage to their dog(s).
4. The Releasing Parties will indemnify, defend, and hold harmless CABTC for any and all claims, causes of action, damages, loss and expense— including, but not limited to, legal, consulting, and expert fees and costs— for any and all liability imposed upon CABTC for injuries, illness, death, property damage, or other damages, however such injuries, illness, death, damage to property, or other damages may have been caused or may be alleged to have been caused including by the negligence of CABTC or any other persons.
5. Any dog may be barred from CABTC Activities if, in the sole and exclusive opinion of any of CABTC's respective Directors of Training or class instructors, such dog is demonstrating signs and/or symptoms of illness, is physically incapacitated, or is otherwise unsuited for such activities. I further agree that any dog may be barred from entering CABTC's premises or any CABTC Activities if, in the sole and exclusive opinion of any of CABTC's respective Directors of Training or class instructors, the dog exhibits aggressive and/or vicious behavior toward any person, including, but not limited to, the dog's owner, handler or trainer, or any other animal.

6. The supervision of any minor children that may accompany me at CABTC Activities are my sole and exclusive responsibility. Any minor child that is not supervised, causing a disruption, or teasing/taunting any dog may be asked to leave.
7. This waiver and release covers any dog(s) owned by the Releasing Parties as well as any dog(s) in their care, custody, and/or control.
8. This waiver and release is continuous and my continued: (1) presence at; (2) affiliation with, use and enjoyment of the CABTC facilities; and/or (3) attending and/or participating in CABTC Activities is conditioned upon my ongoing agreement to this waiver.

The Releasing Parties hereby authorize, approve, and consent to any CABTC member, videographer and/or photographer to use, reproduce, and/or publish photographs and/or video that may pertain to me and/or my dog(s), including, but not limited to, image, likeness and/or voice without compensation. I understand that this material may be used in various publications, recruitment materials, the CABTC website, CABTC's social media pages, and/or for other related CABTC endeavors. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization presented in writing to the CABTC President.

Any requests to change a class start date must be made 1 week prior to the start date of the registered class. Further, if I withdraw less than 48 hours prior to the start of a training class, I understand, acknowledge, and agree that I will forfeit the cost of the class and not be entitled to a refund. Once the class begins, no refunds will be given for all or a portion of the class fee.