**Release and Waiver of Liability**

**Assumption of Risk, and Indemnity Agreement**

In consideration for being permitted to participate in any event or activity in which I and/or my children are acting as a volunteer or foster for Paws and Claws Pet Shelter, an Arkansas Not-for-profit corporation, I hereby agree and represent, on behalf of myself and my children, as follows:

1. The term “Releases” when used herein, shall refer, individually and collectively, to Paws and Claws Pet Shelter, its affiliated entities, and its officers, directors, employees, volunteers, representatives, agents, insurers, and any and all persons or entities acting on behalf of any and all of the foregoing entities, or subject to their control.
2. I am at least 18 years of age. I know the nature of the activities, and I fully understand that :( a) the activities may be dangerous and participation in the activities involves risk and dangers of serious bodily injury, up to and including permanent disability and death. (b) “Risks” These risks and other dangers may be caused by my or my children’s actions or inactions, the actions or inactions of other participating in the activities, the equipment used by me or others engaged in the activities, or the negligence of any or all of the releases named herein: (c) there may be other risks, in addition to those specifically set out herein, that are not known to me or that are not readily foreseeable at this time: and (d) any physical injuries, economic losses and/or damages that could result from the activities could be severe and life-altering.
3. Neither I nor my children have any medical or physical condition which could interfere with my or my children’s safety in the activities or else I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by any such condition.
4. I consent to participating in the activities and hereby accept and assume all risk and other dangers, known and unknown, and assume all responsibility for any and all losses, cost and damages in the event of any injury, loss, damage, disability, or death, even if caused, in whole or in part, by the negligence of any and all of the releases named herein.
5. On behalf of myself and my minor children, our next of kin, heirs, administrators, executors, and assigns, I hereby release, discharge and covenant not to sue Releases for any and all claims, demands, losses, or damages on account of any injury, including but not limited to personal injury, death, or damage to property arising from or related to the activities. This release, discharge, and covenant not to sue shall include all claims, demands, losses, or damages caused or alleged to be caused, in whole or in part, by the negligence of the releases.
6. If despite this release, I or any person make a claim against any or all of the Releases for any injury, loss or damage resulting, directly or indirectly, from and injury to me or my children that is alleged to occur, in whole or in part, from our participation in the activities, I agree to indemnify and hold harmless the Releases ,and each of them, from expenses, attorney fees, loss, liability, damage, or cost Releases may incur as a result, whether such claim is based on the negligence of the Releases, or otherwise.
7. This release shall be construed and interpreted in accordance with the substantive law of the State of Arkansas, without regard to conflict of laws principles. The provisions herein are intended to be as broad and inclusive as permitted by the laws of the State of Arkansas and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I have read this release and waiver of liability, assumption of risk, and indemnity agreement, and I understand that by signing below, I am giving up substantial rights I would otherwise have, to recover damages for losses occasioned by the releases fault or negligence, and enter it voluntarily.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Child(ren): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_