

## RELEASE AND INDEMNIFICATION AGREEMENT

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES MAY WISH TO CONSULT LEGAL COUNSEL BEFORE SIGNING.**

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT ("RELEASE AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ "Student", and Equinology, Inc., President and Owner of Equinology, Inc and Caninology, Debranne Pattillo, EquiWorkSA (Equinology South Africa), Equinenergy Ltd. (Equinology UK and Brazil), Caninenergy Ltd. (Caninology UK) and Equine Body Works (Equinology Canada), Flying Cloud Farm and each of its employees, principals and agents hereinafter collectively referred to as "the Released Parties" in favor of the Released Parties. In consideration for Student being permitted by the Released Parties to register and participate in any Equinology, Inc. course "Course" and to be permitted upon the property or within the facility where the Course shall be taught, Student acknowledges and agrees to the following conditions.

**STUDENT SHALL NOT BE ALLOWED TO REGISTER AND/OR PARTICIPATE IN THE COURSE UNLESS STUDENT HAS THOROUGHLY READ THE FOLLOWING AND EXPLICITLY AGREES TO WAIVE ALL COMPONENTS HEREIN. STUDENT MUST ALSO COMPLETE EXHIBITS "A" & "B" WHICH ARE PART OF THIS AGREEMENT.**

I, \_\_\_\_\_ (Student's Name and date), HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS DOCUMENT AND I AGREE TO PROCEED WITH, WITHOUT, AND/OR AGAINST THE ADVICE OF COUNSEL. **THIS IS A MANDATORY CONDITION PRECEDENT.** \_\_\_\_\_ Initial and date. CONTRA PROFERENTUM and CONTRA PREFERENTUM NOTWITHSTANDING, THESE RULES OF STRICT CONSTRUCTION AGAINST THE DRAFTING PARTY SHALL NOT APPLY. THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN DRAFTED BY ALL PARTIES HERETO.

- 1. HAZARDOUS ACTIVITY. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES OF HANDLING AND CARE OF DOGS ARE INHERENTLY HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I HAVE READ THE ATTACHED HAZARDOUS ACTIVITY WARNING AND UNDERSTAND THE SAME AS A PREREQUISITE TO BE PERMITTED IN THE COURSE OR ON THE PROPERTY.**

I am aware and understand that dogs are highly unpredictable and potentially uncontrollable animals. All dogs, even those that are well trained and appear calm and docile, may and will bite and run uncontrollably without warning (either in the vicinity where the Student is and/or from other areas of the Property), and without apparent cause or in response to external stimuli. External stimuli include but are not limited to wind, sound, movement of people, other animals, shadows, motor vehicles, bicycles, machinery, doors or other inanimate objects that may induce fear, panic, anger and/or primal reflex actions in and by the dog. I am aware and understand that serious, permanent bodily injury and disability or death of myself, or others within the vicinity of dog, may result and that dogs and property belonging to myself or others may be killed, permanently injured or damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH TO MYSELF OR TO MY DOG IF THE DOG IS USED IN THE COURSES. THIS INCLUDES PERMANENT BODILY INJURY AND DISABILITY, ILLNESS, DISEASE OR DEATH TO MYSELF OR MY DOG, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND LOSS OF MY PROPERTY ARISING FROM THE HANDLING and CARE OR BEING IN THE VICINITY OF DOGS AT THE PROPERTY BY ME. THIS ASSUMPTION OF RISK INCLUDES BUT IS NOT LIMITED TO WHETHER CAUSES OF THE ABOVE MENTIONS RISKS AND ATTENDANT CAUSES RESULTS FROM THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND

THAT IT IS MY RESPONSIBILITY AS THE STUDENT TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING A DOG AND THAT I SHOULD WEAR PROPER CLOTHING AT ALL TIMES WHILE PARTICIPATING IN THE COURSE.. I AM AWARE THE OTHER PERSONS AT THE COURSE CAN CAUSE HARM TO ME OR MY DOG AND I WILL HOLD THEM HARMLESS SHOULD ANY OF THE EVENTS DESCRIBED IN THIS PARAGRAPH ARISE TO ME OR MY DOG. [REDACTED] Initial and date

**2. CONDITIONS AT THE COURSE PROPERTY AND FACILITY.** I am aware and understand that in the ordinary course of business, motor vehicles continuously enter and exit the property in close proximity to the areas, and in the same areas, in which teaching takes place. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the Property. Other dogs may be present on the property. Multiple other activities, conditions and distractions occur on the property, all on a daily basis and in close proximity to the course areas. There may be loud and abrupt noises other events, intercoms, loudspeakers and paging systems. Such items, activities, conditions and objects may cause dogs to react in an unpredictable and dangerous manner without warning.

I, [REDACTED] (*Student's name & date*), **ACCEPT AND UNDERSTAND THAT I AM ASSUMING ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND/OR LOSS THAT MAY OCCUR TO ME AND TO MY DOG(S) OR PROPERTY AS A RESULT OF ANY SUCH REACTION OF ME. I UNDERSTAND THAT ANY DOG(S) USED IN THE COURSE CAN CAUSE THE RISKS/HARM LISTED IN THIS PARAGRAPH TO ME OR MY DOG AND I ACCEPT THESE RESULTS. I UNDERSTAND THAT DOGS UNDER THE CONTROL OF OTHER PEOPLE OR COURSE PARTICIPANTS CAN CAUSE THE RISKS/HARM LISTED IN THIS PARAGRAPH TO ME AND MY DOG(S) AND I ACCEPT THESE RESULTS.**

I am aware and understand that the lecture areas located on course properties may be uncovered or only partially enclosed and that rain or run-off may enter the area causing the surface to become slippery, and that the slippery nature of the surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at course properties may at times be wet, icy, slippery, rutted, eroded, rocky and/or contain holes. **I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS TO MYSELF AND TO ANY OTHER PERSON, AND TO MY DOG OR PROPERTY AND OTHER PERSONS' DOGS AND PROPERTY, WHETHER OR NOT SUCH DOGS OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITION OF THE SURFACES OF THE GROUNDS AND FIELDS UPON AND SURROUNDING COURSE LOCATION PROPERTIES. SUCH WAIVERS INCLUDE, BUT ARE NOT LIMITED TO WALKING, TRAINING AND/OR EXERCISING DOGS IN SUCH AREAS, GROUNDS OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.** [REDACTED] (*Initial & date*)

**3. EMERGENCY VETERINARY CARE.** If a dog in my possession or under my control becomes sick or injured, it may be necessary (or appear reasonably necessary) for immediate veterinary first aid or care to be administered, and it may be necessary to transport such dog or dogs to a veterinary clinic or other facility at which veterinary care may be administered. I agree that the Released Parties and/or their employees or agents may administer or arrange for first aid to my dog and any other dog(s) in my possession or under my control and may transport such dog or dogs to a veterinarian or veterinary care facility.

4. I further agree that if any of the Released Parties reasonably believes that my dog or any other dog(s) in my possession or control requires emergency veterinary care, and if they are unable to contact me in such emergency situation(s), they may, contact a veterinarian of his or her choice to administer veterinary care to such dog(s). It is understood that if I own the said dog; I will assume all expense incurred. Any such care or transportation shall be at my own expense and risk, and I agree to compensate the Released Parties at prevailing and customary rates for such care and transportation. I agree and understand that nothing in this Agreement creates any duty on the part of the Released Parties or any of their employees or agents, to administer any type of aid to, to arrange for transportation for, or to obtain veterinary care for my dog or any other dog(s)

in my possession or under my control. **I agree that any dog(s) entering the course area under my care are fully inoculated and free of disease upon entering the course venue and for the duration of the course.**

**5. PERSONAL PROPERTY.** I agree that if I bring any personal property to the course location properties, and if I store or leave any personal property anywhere at and/or upon the Premises (including property left in any lecture room or otherwise), I will do so at my own risk and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person or entity other than a Released Party), or theft of any such property.

**6. AGREEMENT NOT TO SUE.** I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES OF ALL FORMS, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION, RETRIBUTION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF THE RELEASED PARTIES AND/OR ENTITIES, and each and/or all of them, from any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling and care of dogs, or the use of visitation of the facilities at the course property(ies), or the transportation of any dog for veterinary care, or the administration of any aid or veterinary care to any such dogs, or failure to arrange for any such aid, transportation, aid, and/or care, I, \_\_\_\_\_ (Student's name & date), ACCEPT AND UNDERSTAND THAT I AM ASSUMING ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND/OR LOSS THAT MAY OCCUR TO ME AND TO MY DOG(S) OR PROPERTY AS A RESULT OF ANY SUCH REACTION OF ME. I UNDERSTAND THAT ANY DOGS(S) USED IN THE COURSE CAN CAUSE THE RISKS/HARM LISTED IN THIS PARAGRAPH TO ME OR MY DOG AND I ACCEPT THESE RESULTS. I UNDERSTAND THAT DOGS UNDER THE CONTROL OF OTHER PEOPLE OR COURSE PARTICIPANTS CAN CAUSE THE RISKS/HARM LISTED IN THIS PARAGRAPH TO ME AND MY DOG(S) AND I ACCEPT THESE RESULTS whether caused by the negligence of any of the Released Parties or otherwise. \_\_\_\_\_ (Initial)

**7. RELEASE.** On behalf of myself, my heirs, distributes, guardians, legal representatives of any and all forms, and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH AND ALL OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTIONS AND LIABILITIES, EITHER IN LAW AND/OR EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in the course(s), handling and care of dogs, or the use or visitation of the Course Properties, or the transportation of any dog for veterinary care, and/or the administration of any aid or veterinary care to any such dogs, or the failure to arrange for any such transportation, aid, and/or care, whether caused by the negligence of any of the Released Parties or otherwise: provided that nothing in this Section 7 shall be deemed to release any Released Party from liability arising from (a) his/her own willful injury of my or another person or property; (b) his/her own fraud, and/or (c) his/her own criminal conduct. \_\_\_\_\_ (Initial)

**8. INDEMNIFICATION.** I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys fees and costs) arising from or in connection with the injury, illness(es) or death of myself or any person or animal I bring or invite to the Course Property (ies), or otherwise permit to be in the vicinity of any dog/animal in my possession or under my control, or the damage, destruction and/or loss of any of my or their property. \_\_\_\_\_ (Initial)

**9. REPRESENTATIONS AND WARRANTIES.** I, [REDACTED] (*Student name and date*), represent and warrant that (a) **I HAVE READ THIS RELEASE AND INDEMNIFICATION AGREEMENT CAREFULLY AND I FULLY UNDERSTAND ALL OF ITS TERMS AND PROVISIONS;** (b) I am 18 years of age or older and am legally competent to enter into this Release Agreement; (c) no promise, inducement or agreement has been offered or made to me in connection with my executions and delivery of this Release Agreement, and (d) **I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AGREEMENT AT MY OWN RISK AND INITIATIVE AND OF MY OWN FREE WILL WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.**

**I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE AGREEMENT IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY ARBITRATION, MEDIATION AND/OR LITIGATION, THIS RELEASE MAY AND LIKELY WILL BE RAISED AS A DEFENSE, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS.**

[REDACTED]  
Initial and date

**10. SEVERABILITY.** If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Release and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall remain in full force and effect and shall be enforceable in accordance with its terms.

If any provision of this Agreement is found invalid, unenforceable or in violation of any law by a court of competent jurisdiction, each provision shall be modified only to the extent necessary to enable such provision to be valid and enforceable, without affecting the remaining portions of this Agreement, which shall remain in full force and effect; provided, however, that the severing of any such provision will not materially change the substance of this Agreement. As so amended, the balance of this Release Agreement shall be enforced to the fullest extent possible to give effect to the intention of the parties expressed herein.

**11. CERTAIN LIMITATIONS OF RELEASE** The provisions of this Release shall not be enforceable by any person or entities other than the Released Parties and their legal representatives.

**12. ENTIRE AGREEMENT** This Agreement and the Exhibits attached hereto set forth the entire and final agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous written or oral agreements made by and among the parties hereto relating to the subject matter hereof.

**13. AMENDMENT** This Agreement may be amended or revoked at any time only by the written agreement by all parties hereto.

**14. BINDING EFFECT & ASSIGNMENT** This Agreement shall be binding upon the parties hereto individually and upon their respective permitted assigns, heirs, executors and administrators. Assignment of this Agreement is strictly forbidden absent written consent of all parties hereto.

**15. CHOICE OF LAW JURISDICTION IS CALIFORNIA** Applicable Law. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of California, United States of America.

**16. MANDATORY ARBITRATION AND/OR MEDIATION** The parties hereby agree, in the interest of expeditious resolution of disputes arising under this Agreement, to submit any disputes arising hereunder to binding arbitration or mediation for resolution, and to meaningfully participate in the same, prior to taking such dispute to formal litigation, or, failing to do so, forfeit any and all causes of action hereunder. Each of the signatory parties to this Agreement has the power to call for mandatory and binding arbitration hearings for just cause, and agree to the following:

- 1] Submitting to arbitration is mandatory and binding;
- 2] The parties will mutually select a neutral third party arbitrator from the American Arbitration Association's list of arbitrators;
- 3] The Arbitrator shall give a written opinion; and
- 4] Each party is responsible for paying his/her own fees and costs associated with said arbitration.

**Student name:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Equinology, Inc:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**HAZARDOUS ACTIVITY WARNING**  
**EXHIBIT "A"**

Under this Release and Indemnification Agreement, each participant who engages in a canine activity expressly assumes the risks and possible consequences of the activity and the legal responsibility for injury, loss, or damage to person or property resulting from the risk of canine activities.

**Dated:** \_\_\_\_\_ . 20\_\_

\_\_\_\_\_  
**Student Signature(s)**

**Please Print:**

**Name(s):** \_\_\_\_\_

**Address(es):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone(s):** \_\_\_\_\_

**Emergency Contact (s):** \_\_\_\_\_

---

**CANINE EXPERIENCE**  
**EXHIBIT "B"**

PROVIDE A DETAILED LIST OF ANY AND ALL CANINE RELATED EXPERIENCE YOU HAVE HAD INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO DOGS AND/OR CANINE ACTIVITY RELATED EVENTS, OCCURENCES, INCIDENTS, EDUCATION AND SIMILARLY RELATED SUBJECT MATTER. IF MORE ROOM IS NEEDED, ATTACH ANY ADDITIONAL SHEETS TO THIS DOCUMENT.

1.

2.

3.

4.

5.

6.

7.

8.

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_