

Say it Once Dog Derby Participant Waivers (2022)

GENERAL WAIVER

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

In consideration of your accepting my entry, I, intending to be legally bound, do hereby, for myself, my heirs, executors, and administrators, forever waive, release and give up any and all claims, demands, liability, damages, costs and expenses of any kind whatsoever, including personal injuries to me or wrongful death against

Say it Once Dog Training, Allegheny County, Boyce Park Recreation and Parks Department, sponsors, volunteers, contractors, subcontractors and their employees, representatives, agents and heirs, which may arise from my participation in the 2022 Say it Once Dog Derby or while traveling to or from the event, even if caused in whole or in part by the negligence or other fault of the parties or person or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them and/or because of their liability without fault. I FULLY UNDERSTAND I AM FOREVER GIVING UP IN ADVANCE ANY RIGHT TO SUE OR MAKE ANY CLAIM AGAINST THE PARTIES I AM RELEASING IF I SUFFER SUCH INJURIES AND DAMAGES EVEN THOUGH I DO NOT KNOW WHAT OR HOW EXTENSIVE THOSE INJURIES AND DAMAGES MIGHT BE AND AM VOLUNTARILY ASSUMING THE RISK OF SUCH INJURIES AND DAMAGES APPLYING TO BOTH MYSELF AND MY DOG. I attest that I am physically fit and sufficiently trained for this strenuous competition. I will assume my own and/or my dogs medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring in my participation. In consideration of this being an amateur event, I release the rights of any and all photographic material, motion picture, video tape, recordings and/or computer information organizers may wish to release for this event without obligation to me.

REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

Authority to Register and/or to Act as Agent.

You represent and warrant to Say it Once Dog Training that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, F Race Roster North America Corporation refers to Race Roster and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Race Roster North America Corporation singly or together and its officers, employees, contractors, subcontractors and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RACE ROSTER FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

Limitation of Liability; Disclaimer of Warranties.

SAY IT ONCE DOG TRAINING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE SAYITONCEDOGTRAINING.COM OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH SAYITONCEDOGTRAINING.COM OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SAYITONCEDOGTRAINING.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF SAYITONCEDOGTRAINING.COM IS AT YOUR SOLE RISK. SAYITONCEDOGTRAINING.COM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RACE ROSTER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Say it Once Dog Training makes no warranty that the Weebly sites' services will be uninterrupted, secure or error free. Say it Once Dog Training does not guarantee the accuracy or completeness of any information in, or provided in connection with, Sayitonceogtraining.com. Sayitonceogtraining.com is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Say it Once Dog Training site is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

Individual Registrant.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Multiple Registrants.

BY INDICATING ACCEPTANCE OF THIS AGREEMENT AND WAIVER, ALL REGISTRANTS IN THIS TRANSACTION ARE AFFIRMING THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. ALL REGISTRANTS UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. ALL REGISTRANTS ACKNOWLEDGE THAT THEY ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY THEIR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Photo Video Release.

By participating in this event, you will be taking part in activities where photography, audio, and video recording may occur. By registering for this event, you consent to photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by the Event Manager, its affiliates and representatives, and Sayitonedogtraining.com. Images, photos and/or videos may be used to promote similar events in the future. You release the Event Manager including its officers and employees, Say it Once Dog Training including its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or sound recordings. By participating in this event, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, webcasting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, webcasting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Event Manager, or the person or entity designated to do so by the Event Manager. You have been fully informed of your consent, waiver of liability, and release before participating in this event.

11. Child Participation.

I am parent and/or legal guardian of the child named below. I realize that his or her participation in Say it Once Dog Training Dog Derby will involve activity that is physically strenuous and may involve exposure to adverse weather conditions. I understand that all physical activities involve some risks to the participants. After consideration of the risks involved, I nevertheless wish my child to participate in the Say it Once Dog Training Dog Derby and hereby agree to assume all risk of any injury and disease received or suffered during the course of or as a result of his or her participation in the Say it Once Dog Training Dog Derby.

I hereby release any claims and losses I or my child may have now or in the future for injuries or disease sustained as a result of the Say it Once Dog Training Dog Derby, including death, and hereby release, indemnify and hold harmless Say it Once Dog Training, its directors and officers, employees, agents, volunteers, suppliers, contractors, sponsors, the State of Pennsylvania, City of Plum, County of Allegheny, and all other persons or entities connected in any way with the Say it Once Dog Training Dog Derby from any and all claims, demands, liability, expenses and compensation, including attorneys fees, that may arise out of, or result from or in any way be related to, directly or indirectly, from my child's participation in the Say it Once Dog Training Dog Derby.

I agree that my child's photographic or other image and name may appear in any Kids of STEEL program related materials and/or advertisements and I agree that Kids of STEEL may use my child's photographic or other image and name without compensation. I have read, understand and agree to all the terms of this document.

12. Additional Parent/Guardian Clause.

I am a parent/guardian participating with my child in the Say it Once Dog Training Dog Derby and acknowledge that all of the above waiver information pertains and applies to my registration and participation in the Say it Once Dog Training Dog Derby.