

## RELEASE OF LIABILITY AGREEMENT

Green-Leitch Training Grounds, LLC

Mail to: PO Box 790, Monroe, WA 98272 ✦ Location: 17126 State Route 203, Monroe  
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This Release of Liability Agreement ("Agreement") is a legally binding document and must be read and agreed to by signature by each person using or visiting Green-Leitch's facilities ("Facilities") on the terms and conditions below.

### **Assumption of Risks and Release of Liability**

- (1) **Assumption of risks.** I voluntarily and knowingly agree to use the Facilities in connection with viewing and/or participating in activities that may involve, but are not limited to training, tests, trials, educational activities, land-facilities-equipment stewardship, fund-raising, social events, etc. I acknowledge that any activities at the Facilities may be hazardous and unpredictable, and while Green-Leitch strives for safety, it is not infallible. I am aware of the inherent risks and dangers involved, including the following: (a) Exposure to my dogs and dogs belonging to others, particularly the unpredictable nature of dogs; (b) motor vehicle and road hazards at the facilities; (c) accommodation and facility hazards; (d) forces of nature, foreseen or unforeseen, including inclement weather and temperatures, hazardous animals and plants, steep and treacherous terrain, bodies of water, and other natural occurrences; (e) injuries and/or illnesses, physical and/or mental, permanent disability, dismemberment, and death, caused by any foreseeable and/or unforeseeable factors; (f) other users participating in similar activities acting dangerously or in a manner putting me at risk; (g) my own actions putting me at risk; (h) equipment failure; (i) activities and services provided by third-parties; (j) epidemics and pandemics; and (k) acts or omissions of Green-Leitch, including facilities maintenance, scheduling, and other services related to the Facilities, if any. I acknowledge that the above list is only a fraction of possibilities of what may occur during use of the Facilities, and that a full list would be impossible to ascertain. I have reviewed the above and considered my own capabilities and limitations, the Facilities, the risks, the physical and mental demands, and concluded that I am physically and emotionally able to participate. In spite of the inherent risks, I agree to be responsible for my own welfare and accept any and all risks.
- (2) **Release of liability.** All reasonable effort has been made by Green-Leitch to fully disclose the nature of the Facilities to me. I have had the opportunity to ask any questions regarding the Facilities. In consideration of the Facilities, my legal representatives and I release and discharge Green-Leitch, its owners, officers, directors, agents, contractors, volunteers, and employees from and against all liability which may arise from my use of the Facilities, including any claim for property loss, damage, injury, or death that I may suffer, or any claims of negligence or omission. I further agree to indemnify and hold harmless Green-Leitch and other users of the Facilities against any sum I or Green-Leitch may be subjected to pay in consequence of any claim or demand made against me during my use of the Facilities.
- (3) While we are doing everything we can to operate in a manner that is safe for our members, day users, volunteers, guests, and community, we are not infallible. And while the risk of exposure to COVID-19 can be reduced, it cannot be completely eliminated. We are making all reasonable effort to fully disclose the nature of the risks of exposure to COVID-19 to you through this notice. We also want to be fully transparent in our efforts to make your experience as safe as possible.

Please do not hesitate to ask us any questions related to our operations and COVID-19 safety efforts.

Despite our efforts, risk of exposure to COVID-19 exists. To use our facilities, you must agree to acknowledge and assume the risks and release Green-Leitch from all liability. You will not be allowed to enter and use our facilities if you cannot agree.

### **Additional Terms & Conditions**

- (1) **Facilities.** The Facilities are provided on private property. Do not exceed 10mph, no dust. Do not drive through or park in the fields, except by permission of Green-Leitch. Be respectful.
- (2) **Dogs.** Dogs must be under control at all times. Dogs must not be free to approach other dogs. Pick up your dog's waste in the areas marked on the map at the entrance and any areas where your group gathers. Dog waste bags and disposal cans are available at the porta-potty and bulletin board.
- (3) **Prohibited.** During scheduled events, use of the Facilities for training is prohibited.
- (4) **Consent for commercial use.** You consent to Green-Leitch (a) adding you to its email list for administrative purposes, sending notices, and Green-Leitch's commercial and promotional use, and (b) taking photographs, videos, and voice recordings of you and your dog(s) during your use of the Facilities for Green-Leitch's commercial and promotional use. Green-Leitch will not use or share your personal information with third-parties for any other purpose.
- (5) **Termination.** Green-Leitch may terminate your membership, day use, event, or any other use of the Facilities at any time for any reason. Green-Leitch may decline to accept your application for use of the Facilities at its sole discretion. You agree that your inability to use the Facilities, or termination of your use of the Facilities, may be beyond Green-Leitch's control, including during scheduled

events, force majeure events such as acts of God, natural disasters, civil disturbances, government actions, and epidemics or pandemics, and that Green-Leitch will not be liable for such circumstances nor obligated to refund any payment made by you.

- (6) Rules. You agree to comply with this Agreement and any additional Green-Leitch rules and policies and exercise reasonable care in your use of the Facilities. You understand and agree that your noncompliance with this Agreement, Green-Leitch's rules and policies, or applicable law are your sole responsibility and Green-Leitch disclaims all responsibility and liability. You understand that Green-Leitch may terminate your use of the Facilities without refund and at your expense if such use impedes the welfare, safety, or enjoyment of yourself, other users, or Green-Leitch. This determination is made at the sole discretion of Green-Leitch and is final.
- (7) Representations and warranties; Limitation of liability. The Facilities are provided as-is, and to the maximum extent permitted by law, Green-Leitch disclaims any and all warranties. Green-Leitch will not be liable to you for any consequential, special, or punitive damages, whether foreseeable or unforeseeable, arising out of this Agreement regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties, or otherwise, and even if Green-Leitch has been advised of the possibility of those damages. Additionally, Green-Leitch's total liability to you will not exceed the fees you paid to Green-Leitch.
- (8) Acknowledgement. By signing below, you acknowledge you (a) have carefully read and fully understand the contents and legal ramifications of this Agreement, (b) were given the opportunity to ask questions about this Agreement and understand and agree to its contents, and (c) understand this Agreement is a legally binding and enforceable contract and sign it of your own free will.
- (9) Law; entire agreement; amendment. This Agreement will be interpreted as broadly as permissible under Washington State law and if any portion is held invalid, all other parts will continue in full legal force and effect. Washington State law governs this Agreement. You consent to binding arbitration in Snohomish County, Washington to settle all claims arising out of this Agreement. This Agreement contains the complete agreement between Green-Leitch and you regarding the subject matter covered in this Agreement. This Agreement may be modified only by a written agreement signed by you and Green-Leitch.

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

- Annual Member of Green-Leitch Training Grounds, LLC                       Day Use
- Event \_\_\_\_\_                       Guest of \_\_\_\_\_
- Youth: Parent or Guardian must sign

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Parent or Guardian Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

If you would like to be added to our mailing list\*, please print your Email address:

\_\_\_\_\_

\* Members are automatically added to the mailing list.

NOTES:

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