

PAWS ATLANTA, INC. SUMMER CAMP

RELEASE AND WAIVER OF LIABILITY

**NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE.  
It should be read carefully and understood fully before signing.**

This Release and Waiver of Liability ("Release") is executed on this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ ("Participant"), intending to legally bind Participant and his or her heirs, administrators, executors, legal representatives, successors and assigns, in favor of PAWS Atlanta, Inc., a Georgia nonprofit corporation ("PAWS Atlanta"), and its directors, trustees, officers, employees, staff, volunteers, members, agents, successors and assigns (individually a "Released Party" and collectively the "Released Parties").

Participant desires to participate in PAWS Atlanta 2018 Summer Camp Program, which will include, without limitation, the following activities: interacting and socializing with dogs and/or cats located at PAWS Atlanta facilities, interacting with PAWS Atlanta employees, volunteers, guest speakers and other campers, participating in learning activities and opportunities including, without limitation, basic dog training, humane treatment of animals, emergency animal medical care, and careers in animal health, science, and wellness, and any and all other activities reasonably related to PAWS Atlanta's Summer Camp Program (collectively, the "Activities").

PAWS Atlanta is willing for Participant to participate in the Activities on the condition that Participant signs this Release and pays the appropriate Summer Camp fees in the amount of \$250 per camper per week.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Participant, Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

**1. Waiver and Release.** Participant covenants not to sue and does hereby release, forever discharge, defend and hold harmless the Released Parties from any and all liability, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Participant's participation in the Activities. Participant understands and acknowledges that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage that may arise out of, occur during or result from Participant's participation in the Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Participant also understands that, except as otherwise agreed to by a Released Party in writing, no Released Party assumes any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to insurance coverage for injury, illness, death, disability or property damage suffered by Participant or by third parties.

**2. Medical Treatment.** Participant hereby authorizes each employee and staff member of PAWS Atlanta: (1) to act on Participant's behalf in providing first aid and securing all appropriate medical treatments for Participant in the event of injury or illness to Participant; and (2) to act on Participant's behalf in accepting financial responsibility (which shall be borne solely by Participant) for all first aid and medical treatment secured for Participant. Participant covenants

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not to use and hereby releases, discharges, defends and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Participant's participation in the Activities.

**3. Assumption of the Risk.** The Participant understands that the Activities may include inherently dangerous risks to the Participant, including but not limited to the risk of being bitten, scratched, pulled, or otherwise injured by a dog, cat, or other animal on PAWS Atlanta's premises, or otherwise injuring themselves or being injured by another Summer Camp participant while participating in the Activities. Participant hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with the Activities.

**4. Age.** If Participant is under 18 years of age, this Release must be signed by a Parent or Legal Guardian. The signature of an individual in the Parent/Guardian signature block below certifies that he or she is the Parent or Legal Guardian of Participant with full legal authority to bind Participant and the Parent or Legal Guardian to the terms of this Release.

**5. Media Release.** Participant hereby grants and conveys unto PAWS Atlanta all right, title and interest in any and all photographic images and video or audio recordings made by or for PAWS Atlanta during Participant's participation in the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Governing Law.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the Laws of the State of Georgia without giving effect to its conflict of laws rules. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Participant agrees that the sole and exclusive jurisdiction and venue for litigation between Participant and PAWS Atlanta shall be a state or federal court having jurisdiction over Dekalb County, Georgia.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Name of Participant \_\_\_\_\_  
Age of Participant \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

If Participant is under 18 years of age, the Release must be signed by a Parent or Legal Guardian:

Parent/Guardian Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_