



Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Agreement")

PLEASE READ CAREFULLY
By signing this document you accept important legal obligations and waive legal rights

IN CONSIDERATION of the Edmonton Humane Society ("EHS") allowing me and/or my minor child, as the case may be, to participate in the following activity, which activity involves interaction with and access to certain animals in the care and/or custody of EHS (the "Activity"):

_____ (insert name of event or activity)

on the ____ day of _____, 20__ (insert date).

1. I, _____, the undersigned (hereinafter "I"), for myself and, to the extent that any child of mine named below is a participant in the Activity (hereinafter the "Child"), for and on behalf of my Child **ACKNOWLEDGE and AGREE THAT:**
 - a. Participating in the Activity involves certain risks, dangers and hazards, including without limitation, risks, dangers and hazards associated with handling, interacting with and exposure to, animals. Such risks may include, without limitation, allergic or other medical reaction, the transmission or transfer of zootic and other diseases, risks associated with volatile and unpredictable animal behaviour, and the possibility of personal injury, death, disability (whether partial, full, temporary or permanent), and property damage or loss;
 - b. Participating in some activity offered by EHS may involve additional elements of risk, including, without limitation, the following:
 - i. **in the case of the courses and seminars offered through the veterinary hospital and shelter:** the observation of surgical procedures by EHS's veterinary staff, which may involve my Child witnessing blood and/or internal organs of animals; the handling of blunt medical instruments during curriculum activities (designed to provide practice in veterinary techniques on stuffed animals); and exposure to certain surgical materials, including latex and nitrile gloves.
 - ii. **in the case of EHS humane education courses and camps:** the risk that my Child will be exposed to or come into contact with, foods that may cause an allergic reaction, and I confirm that I have provided EHS with details in writing of any known allergies of my Child together with details of appropriate medication. I understand that where I have provided details of such allergies to EHS it will take all reasonable precautions to ensure that my Child is not exposed to foods causing such a reaction to my Child, however I understand that EHS cannot make any guarantees.



- iii. **in the case of interaction, enrichment and exercise programs and activities:** participation in a program involving physical activity may not be suitable for all and which may be injurious to health.

I am aware of the risks inherent in undertaking such activities and, where appropriate, have made suitable inquiries with my or my Child's physician or health care professional prior to participating in the Activity and have satisfied myself that it is appropriate for me or my Child to participate in the Activity;

- c. I am aware that EHS recommends that I (and/or my Child, as the case may be) are up to date on all medical vaccinations prior to undertaking the Activity;
- d. I am aware that the animals that I and/or my Child may interact with or be exposed to in the course of the Activity may not be hypoallergenic and that EHS makes no guarantee or representation that exposure to such animals will not result in allergic or other reactions;
- e. I am aware that animals have different temperaments and may react in an unpredictable manner and that EHS and its staff and volunteers may not have complete control of an animal's reactions and shall have complete discretion in determining how to react to such behaviour.
- f. If I, or my Child, are pregnant or suffering from any medical or other condition or ailment, I have consulted or will consult with a physician prior to participating in the Activity;
- g. I am not aware of any reason why I and/or my Child should not participate in the Activity and to the extent that both myself and my Child are participating in the Activity (such as in the case of a 'Meet and Greet' with a prospective adoptive animal, I will ensure that I adequately supervise my Child's interaction with the animal);
- h. I will obey and comply with (and/or will ensure my Child obeys and complies with) all rules, policies and procedures of EHS and any directions given by EHS through its staff or volunteers in the course of the Activity;
- i. I will take all reasonable precautions to preserve my and/or my Child's health and safety in connection with the Activity;
- j. EHS, through its staff and volunteers, has the right to suspend or terminate my and/or my Child's participation in the Activity for any reason whatsoever, including on the basis that continued participation in the Activity by me and/or my Child would amount to a hazard to the safety and well-being of others, or of any animals.
2. **I VOLUNTARILY ACCEPT** and fully assume all risks, dangers and hazards of participating in the Activity, including without limitation, the animal and Activity specific risks, dangers and hazards outlined in Section 1 of this Agreement, and the possibility of personal injury, death, disability (whether partial, full, temporary or permanent), and property damage or loss resulting from my or my Child's participation in the Activity.
3. **I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS** EHS, its trustees, directors, corporation members, staff, agents, volunteers members and representatives from:
- a. any loss, personal injury, accident, misfortune or damage to me and/or my Child, or to my and/or my Child's property;



- b. any claims, demands, actions and costs for any loss, injury, damage or expense whatsoever that might arise out of my and/or my Child's participation in the Activity; and
- c. any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my and/or my Child's participation in the Activity.

4. I ACKNOWLEDGE AND UNDERSTAND that:

- a. this is a legal agreement that is binding upon myself and/or my Child, and our respective heirs, executors, administrators, successors and assigns;
- b. I understand that it is my clear and personal choice to allow my child to participant in the Activity as described above;
- c. I have read and understand the terms of this Agreement;
- d. By signing this Agreement voluntarily, I am agreeing to abide by its terms and I am waiving certain legal rights that I and/or my Child may have.

This Agreement was signed by the undersigned on the ____ day of _____, 20__(insert date).

Signature of Adult Participant /
Parent or Guardian of Child Participant

Witness of Adult Participant
Parent or Guardian of Child Participant

Print Name

Print Name (Witness)