AUSTRALIAN CATTLE DOG CLUB OF AMERICA, INC®. (A CALIFORNIA CORPORATION)
HERDING INSTINCT CERTIFICATION/PRACTICE RUNS (HERDING ACTIVITIES) AGREEMENT AND RELEASE FROM LIABILITY (RELEASE)

Voluntary Participation

1. I, the undersigned, acknowledge that I have voluntarily applied to the Australian Cattle Dog Club of America, Inc.® for Herding Activities.

Assumption of Risk

2. **I AM AWARE THAT HERDING ACTIVITIES MAY BE A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE POTENTIAL DANGER INVOLVED. I HEREBY AGREE TO ACCEPTANY AND ALL RISKS OF INJURY TO MYSELF, MY DOG(S), OR ANY DOG(S) UNDER MY CARE, CUSTODY, OR CONTROLAND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____ _____**
(Parent or Guardian if handler is under 18 years of age)

Release

3. As consideration for being permitted by the Australian Cattle Dog Club of America, Inc.® to participate in these Herding Activities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of the Australian Cattle Dog Club of America, Inc.®, its officers, directors, members, employees, lessors, agents, affiliates, testers, judges, livestock suppliers, livestock setters, independent contractors or the James E. Ward Agricultural Center, for injury or damage resulting from the negligence, howsoever caused, by the Australian Cattle Dog Club of America, Inc.®, its officers, directors, members, employees, lessors, agents, affiliates, testers, judges, livestock suppliers, livestock setters, independent contractors or the James E. Ward Agricultural Center, as a result of my participation in these Herding Activities. I hereby forever release the Australian Cattle Dog Club of America, Inc.®, it officers, directors, members, employees, lessors, agents, affiliates, testers, judges, livestock suppliers, livestock setters, independent contractors and the James E. Ward Agricultural Center, from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage to myself, my dog(s), or any dog(s) under my care, custody, or control resulting from my participation in these Herding Activities.

Media

4. All rights to televise, video tape, audio tape, advertise, photograph, or otherwise promote the Herding Activities are vested in the Australian Cattle Dog Club of America, Inc.®, or in entities to whom assignments of such rights have been made in writing. By participating in the Herding Activities I forever grant to the Australian Cattle Dog Club of America, Inc.® the right to televise, video tape, audio tape, advertise, photograph, or otherwise promote the Herding Activities and use my likeness, my dog(s), or any dog(s) under my care, custody, or control in any manner whatsoever without further release, consent, or compensation.

Livestock

5. I will pay for any livestock injuries or replacement value in the event of death of any livestock injured or killed by my dog(s), or any dog(s) under my care, custody, or control. I agree to pay the full market value of the injured livestock in case of serious injury, or the veterinarian bill if the injury is not serious.

Attorney's Fees/Choice of Law/Forum Selection

6. The prevailing party shall be entitled to costs and attorney's fees in any action or proceeding arising out of this Release and/or in any action or proceeding to enforce a judgment based on a cause of action arising out of this Release. This Release will be governed by, and construed in accordance with, California law. All causes of action arising directly or indirectly from this Release shall be filed and prosecuted in the Los Angeles Judicial District.

Full and Complete Agreement

7. This Release supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

Knowing and Voluntary Execution

8. **I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, THE AUSTRALIAN CATTLE DOG CLUB OF AMERICA, INC.®, AND OTHERS, AND SIGN IT OF MY OWN FREE WILL.**

Executed at _____, on_____ , 2005.
City, State

RELEASOR

_____ _____
Signature Address

_____ _____
Print Name City//State Zip Code

_____ _____
Parent or Guardian if Releasor is under 18 Telephone Number

_____ _____
Print Name Email Address