



GET TOBY HOME – RELEASE OF LIABILITY

This Release of Liability and Hold Harmless Agreement (the “Agreement”) is entered into by and between Get Toby Home, Inc. a Wisconsin non-profit corporation (“GTH”), and the undersigned person or persons in consideration of the risk of injury while participating in “Lost and Found Dog Search Efforts” (the “Activity”) and other related activities.

THERE ARE INHERENT RISKS OF DOG SEARCH EFFORTS AND OTHER RELATED ACTIVITIES. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE IS FULLY AWARE OF THE EXTREME DANGERS AND CONDITIONS THAT CAN BE AN INTEGRAL PART OF SEARCHING FOR DOGS AND OTHER RELATED ACTIVITIES INCLUDING:

- (1) THE DANGERS OF SERIOUS BODILY INJURY, PROPERTY DAMAGE, AND DEATH, INHERENT TO PARTICIPATING IN DOG SEARCHES AND DEALING WITH DOGS;
- (2) THE PROPENSITY OF DOGS TO BEHAVE IN WAYS THAT MAY RESULT IN DEATH OR INJURY TO PERSONS ON OR AROUND THEM SUCH AS BITING, OR AGGRESSIVE BEHAVIORS;
- (3) THE UNPREDICTABILITY OF A DOG’S REACTION TO THINGS SUCH AS SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; OR
- (4) NATURAL HAZARDS SUCH AS SURFACE OR SUBSURFACE CONDITIONS. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT LOST DOGS ARE NOT NECESSARILY TRAINED, CAN REVERT TO FERAL BEHAVIOR AND HAVE AN INCREASED PROPENSITY FOR UNPREDICTABILITY, MISBEHAVIOR AND REACTIVITY TO STIMULI. GET TOBY HOME DOES NOT GUARANTEE THE SAFETY OF ANYONE CHOOSING TO VOLUNTEER FOR LOST DOG RESCUES OR HANDLE A LOST DOG FOR GET TOBY HOME.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE FULLY APPRECIATES THE INHERENT RISKS OF DOG SEARCH EFFORTS, AND OTHER ASSOCIATED ACTIVITIES, AND HAS VOLUNTARILY CHOSEN TO ENCOUNTER THEM, THEREBY, ASSUMING ALL RISKS ASSOCIATED WITH SUCH ACTIVITIES.

In consideration for his/her participation with Get Toby Home dog search efforts, and other related activities, the undersigned agrees to release, discharge, and hold harmless Get Toby Home and its agents, employees, officers, directors, representatives, assignees, members, owners, affiliated organizations, insurers, and others acting on its behalf (collectively “Associates”) of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Get Toby Home or its Associates’ negligence. Furthermore, the undersigned agrees to reimburse Get Toby Home Inc., for its attorney’s fees and costs incurred relative to defending against any such claim, demand, legal action, or cause of action released hereunder. This Agreement is made on behalf of the undersigned as well as the undersigned’s minor children or legal wards participating in Get Toby Home dog search efforts and other related activities.

DATE:

**Assignee
Signature:**