



The below **Release and Waiver of Liability** (the "Release") is being made by the undersigned participant (the "Participant") and Great Plains SPCA, Inc., its agents, officers, directors, owners, members, employees and representatives (collectively, "Great Plains SPCA"). Participant desires to engage in certain Great Plains SPCA sponsored activities on site (individually, and collectively, "Activities") and understands that the Activities may include physical labor; close and intimate contact with animals that could result in bites, scratches, or other personal injury; and all other unexpected circumstances that may result in personal injuries. Participant hereby freely, voluntarily, and without duress executes these two forms under the following terms:

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

RELEASE AND WAIVER: By signing below, Participant does hereby release and forever discharge and hold harmless Great Plains SPCA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature either in law or in equity, which arise or may hereafter arise from and of Participant's engagement in Activities with Great Plains SPCA. Participant understands that this Release discharges Great Plains SPCA from any liability or claim of any sort or nature, whether known or unknown, that Participant and/or Participant's household members/ visitors may have against Great Plains SPCA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's engagement in Activities with Great Plains SPCA, whether caused by negligence of Great Plains SPCA, or its officers, directors, employees, agents or otherwise. Participant also understands that in the event of injury or illness Great Plains SPCA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical insurance or treatment, disability insurance or benefit; nor does Great Plains SPCA assume any responsibility for or obligation to provide financial assistance due to property damage resulting from the activities on or offsite Great Plains SPCA property.

MEDICAL TREATMENT: Participant does hereby release and forever discharge Great Plains SPCA from any claim whatsoever that arises from Participant and household members/visitors regarding any first aid, treatment, or other service rendered in connection with the Participant's engagement in Activities sponsored by Great Plains SPCA.

ASSUMPTION OF THE RISK: The Participant understands that the Activities may be hazardous to the Participant and/or household members/visitors, including but not limited to, instances of ordinary premises risk, as well as unique exposure to hazardous conditions, through the expected interaction with animals that could result in bites, scratches, and or other personal injury. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Great Plains SPCA from all liability for injury, illness, death, or property damage resulting from the Activities on or offsite Great Plains SPCA property.

INSURANCE: Each Participant is expected and encouraged to obtain their own medical, health and/or disability insurance coverage and to seek any recovery as a result of injury or harm from such insurance coverage only.

PHOTOGRAPHIC RELEASE: Participant does hereby grant and convey unto Great Plains SPCA all right, title, and interest in any and all photographic images and video or audio recordings made by Great Plains SPCA during the Participant's Activities with Great Plains SPCA, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

OTHER: Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Kansas, and that this Release is governed by and interpreted in accordance with the laws of the State of Kansas, without regard to principles of choice or conflicts of law. Participant and Great Plains SPCA agree that all disputes between them relating to this Release shall be resolved or adjudicated in Johnson County, Kansas. Participant agrees that if any provision of the Release is deemed void, invalid or unenforceable, such provision shall be considered severed from this Release and shall not affect the validity or enforceability of any other provision of this Release, which will continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year written below:

Participant Signature: _____

Participant Printed Name: _____

Date: _____