

IFDA Educational Foundation **Walk for Design Education Event**  
DOG OR CAT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In addition to the Waiver of Liability and Hold Harmless Agreement I have reviewed and signed on behalf of myself, in consideration for receiving permission to participate in the Walk for Design Education Event, and on behalf of myself and/or the dog or cat accompanying me, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the International Furnishings and Design Association (IFDA), the IFDA Educational Foundation (IFDA-EF), their officers, agents, servants, or employees, all sponsoring Walk Partner companies, all businesses along the Walk route, and all persons connected to the Walk, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my pet, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my pet. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me and/or my pet, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my pet's participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that IFDA and the IFDA-EF does not maintain any insurance coverage for this event, other than general liability insurance, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. I understand and agree that in allowing my dog and/or cat to participate in the event, that the IFDA and the IFDA-EF have relied on my representation that my pet(s) is/are in good health and have not harmed or shown aggressive or threatening behavior towards any person or any other dog; however, given the fact that the event is taking place outdoors, and the unpredictability of the behavior of animals, there are inherent risks that I accept.
6. I attest that my dog and/or cat is healthy and fully immunized, as required by local, state and federal law. In the event that my dog causes injury to another dog or to a person during the course of this event, I agree to indemnify and subjugate the IFDA and the IFDA-EF from any action which may be brought against it, and for any defense, settlement, or judgment entered against it. I will assume all liability for the actions of my dog or cat and agree to maintain personal liability insurance to cover me in the event of such an incident. I am responsible for my own dog's bills.
7. I fully understand that this agreement covers, but is not limited to, all known and unknown risks of all pet-related activities. I understand that this includes dangers or conditions that are an integral part of all pet-related activities, including but not limited to, any of the following: (a) the propensity of a pet to behave in unpredictable ways that may result in injury or loss to persons or other animals around or in the vicinity of my pet; (b) the unpredictability of a pet's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; and, (c) the potential of a participant in a pet-related activity to act in a careless or a negligent manner, including but not limited to, failing to maintain control over a pet, that may cause or contribute to injury or loss to themselves and/or other person(s) and/or their own or another's pet.
7. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state(s) in which the Walk for Design Education in which I participate is located.
8. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
9. I understand no refunds can be made if the Walk is cancelled due to weather conditions or other circumstances beyond the control of the Walk organizers. I also understand that head phones, roller blades, and bicycles and I will abide by this guideline.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**PARTICIPANT**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

