

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT, AND SHEEP INJURY AND/OR LOSS

In consideration of Frio Draw Farms allowing me, the undersigned, to participate in any of the Frio Draw Farms Sheepdog Trials, I, for myself, and on behalf of my spouse, children, heirs and next of kin and any legal and personal representatives, executors, administrators, successors, and assigns, acknowledge and agree to the following (referred to as the "Agreement"):

### 1. DEFINITIONS:

a. "Frio Draw Farms Event" or "Activity" refers to any Frio Draw Farms Sheepdog Trial or clinic or any event related to such trial and specifically includes the Frio Draw Classic SDT.

2. RULES AND REGULATIONS: I agree to be bound and abide by the rules, regulations, and policies of iHerd. I further agree to comply with all applicable State and local regulations as well as any rules/guidelines set by Frio Draw Farms. Failure to comply with applicable rules, regulations and policy may result in forfeiture of runs and entry fees and expulsion from trial grounds.

### 3. ACKNOWLEDGEMENT OF RISK:

a. I acknowledge that participation in any Frio Draw Farms sponsored Event entails known and unanticipated risks that could result in damage to myself, to livestock or property, to my dog, to dogs in my care, to other dogs, or to third parties. Risks also include dangers, both known and unknown, resulting from weather, spectators, other participants, facilities, staff, terrain, dogs, and livestock. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Event.

b. I also acknowledge the contagious nature of any airborne or other infectious disease, and the risk of becoming exposed or infected by an infectious disease may result from the actions, omission, or negligence of the Released Parties, myself, or others. I voluntarily assume the risk of being exposed to or infected by any infectious disease by attending and/or participating in any Frio Draw Farms Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

4. ASSUMPTION OF RISK: I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind, that I may experience or incur in connection to my attendance at or participation in any Frio Draw Farms Event. I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Frio Draw Farms Event, or the negligent acts or omissions of the Released Parties, and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Event. I also agree to be responsible for any injury or damage

caused by me, my dog or dogs under my care or control, or any employee or representative under my direction and control at any Frio Draw Farms Event.

5. WAIVER AND RELEASE OF LIABILITY. In conjunction with my participation in any Frio Draw Farms Event, I release, waive, discharge, covenant not to sue the Released Parties from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or relating to any loss, or expense (including court costs and reasonable attorney fees) of any kind or nature which arises out of or results from my participation in the Frio Draw Farms Event, including claims for liability caused in part by the negligent acts or omissions of the Released Parties.

6. ACKNOWLEDGEMENT AND UNDERSTANDING: I have read this waiver of liability and assumption of risk, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature, to be a complete and unconditional release of all liability to the greatest extent allowed by law.

7. SHEEP: I understand that the sheep are commercial ewes/lambs that may or may not have been worked by dogs. I further understand that the sheep could be injured and/or die as a result of my dog's work on the sheep. Frio Draw Farms has sole responsibility to determine the cause of sheep loss or injury and I agree to reimburse Frio Draw Farms for all veterinary and transportation costs. Sheep replacement costs in the amount of \$350 per sheep in the event of loss, debilitating injury or death of sheep resulting from my participation in this event.

Print name

Date

Signature