

**MARYLAND SLED DOG ADVENTURES LLC**

[www.marylanddogsledding.com](http://www.marylanddogsledding.com)

**(443) 562-5736**

**WAIVER AND RELEASE AGREEMENT**

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting and handling of dogs; and the use of property and animals, I agree to the following Waiver and Release:

I acknowledge that kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting and handling of dogs; and the use of property and animals have inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the dogs to behave in ways that may result in injury, harm or death to persons on, near or around them;
2. The unpredictability of the dogs' reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as sticking legs or arms out of the sled or cart or purposefully abusing an animal;
6. Dog sledding and/or dog carting in rugged country;
7. Encounters with wildlife, animals, insects, and farm animals;
8. Temperature extremes;
9. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards and dangers described above and have had the opportunity to discuss them with Catherine Benson the owner and operator of Maryland Sled Dog Adventures LLC and/or Maryland Sled Dog Adventures LLC's staff.

I understand that these activities may require reasonable physical conditioning and a degree of mobility to enter and exit the sled or cart, to ride on the sled or cart, and/or to stand on the sled or cart. I believe that I have the physical conditioning and mobility necessary for me to engage in these activities safely.

I permit the use of any photos, slides, film, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purposes.

I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF MARYLAND SLED DOG ADVENTURES LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

I, for myself, my heirs, successors, assigns, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS MARYLAND SLED DOG ADVENTURES LLC, its members, directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected to my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these

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services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Maryland Sled Dog Adventures LLC or from some other cause.

I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Maryland Sled Dog Adventures LLC or Catherine or Eric Benson as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting or handling of the dogs; and the use of property and animals.

I agree that the substantive law of Maryland governs this document and any dispute or suit I have with Maryland Sled Dog Adventures LLC or Catherine or Eric Benson regardless of the conflict of law rules. Any mediation, suit or other proceeding must be filed or entered into only in Maryland. Any claim for damage to person or property arising from my participation in any of the programs and activities conducted or sponsored by Maryland Sled Dog Adventures LLC, or any controversy involving this agreement shall be resolved by binding arbitration pursuant to the then applicable rules of the American Arbitration Association. I agree to pay all attorneys' fees and costs incurred by Maryland Sled Dog Adventures LLC in defending a claim or suit if the claim or suit is withdrawn or to the extent a court or arbitrator determines that Maryland Sled Dog Adventures LLC is not liable for the injury or loss. This document is intended to be interpreted and enforced to the fullest extent allowable by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

**WAIVER AND RELEASE  
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**If less than eighteen years of age, parent, guardian or custodian must sign the following indemnification:**

**INDEMNIFICATION**

In consideration for the above minor being permitted by Maryland Sled Dog Adventures LLC to participate in the activities of kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting or handling of the dogs; and the use of property and animals, which include, without limitation, the use of services, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend Maryland Sled Dog Adventures LLC, its members, directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting or handling of the dogs; and his or her use of the property, animals, and facilities of Maryland Sled Dog Adventures LLC.

I, for myself and on behalf of said minor, further agree not to sue Maryland Sled Dog Adventures LLC or Catherine or Eric Benson as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of kennel visits, dog sledding, dog sled rides, dog carting, dog cart rides, petting or handling of the dogs; and his or her use of the property and animals of Maryland Sled Dog Adventures LLC.

I, for myself and on behalf of said minor, agree that the substantive law of Maryland governs this document and any dispute or suit I have with Maryland Sled Dog Adventures LLC or Catherine or Eric Benson regardless of the conflict of law rules. Any mediation, suit or other proceeding must be filed or entered into only in Maryland. Any claim for damage to person or property arising from my participation in any of the programs and activities conducted or sponsored by Maryland Sled Dog Adventures LLC, or any controversy involving this agreement shall be resolved by binding arbitration pursuant to the then applicable rules of the American Arbitration Association. I agree to pay all attorneys' fees and costs incurred by Maryland Sled Dog Adventures LLC in defending a claim or suit if the claim or suit is withdrawn or to the extent a court or arbitrator determines that Maryland Sled Dog Adventures LLC is not liable for the injury or loss. This document is intended to be interpreted and enforced to the fullest extent allowable by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I, for myself and on behalf of said minor, further agree to permit the use of any photos, slides, film or sketches of said minor taken during the day's activities for publicity advertising, promotion or other commercial purposes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian of Minor

\_\_\_\_\_  
Print Name of Minor

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**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO  
CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**Maryland Sled Dog Adventures LLC (“MSDA”)** has put in place preventative measures to reduce the spread of COVID-19; however, MSDA **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending MSDA events could increase** your risk and your child(ren)’s risk of contracting COVID-19.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following (please check):

\_\_\_\_ I am aware that my physical attendance at MSDA events and my participation in MSDA events may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.

\_\_\_\_ I have not experienced symptoms including fever (greater than 100.4 degrees), fatigue, difficulty in breathing, or dry cough nor am I exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.

\_\_\_\_ I have not, nor have any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.

\_\_\_\_ I have not, nor has any member of my household, visited any any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.

\_\_\_\_ I have not been, nor has any member(s) of my household, been diagnosed or infected with COVID-19 virus within the last 30 days.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending MSDA events and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at MSDA events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MSDA employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at MSDA events or participation in MSDA programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MSDA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MSDA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MSDA program.

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Parent/Guardian**

\_\_\_\_\_  
**Name (s) of Participant(s)**