

Participation Agreement

Conditions: These trials are open to pure bred Portuguese Water Dogs. I/we understand that the dogs must be in good health, proper fitness and condition for the test they are about to enter and must be at least 6 months of age in order to compete in the water trials. I/we agree to these terms. I/we accept full responsibility for the care of my dog(s) during the water trial.

Special Rules: The water trial is located within the confines of 320 Powerline Road, New Smyrna Beach, FL. I/we agree to become familiar with and adhere to all site rules and regulations including but not limited to the following:

- Dogs must be on leash or confined to a crate at all times except when participating in practice sessions or when actually being judged.
- If my dog soils the grounds, I am responsible for cleanup and disposal.
- Nothing (dogs, banners, etc.) is to be attached to any tree in the park.

General Rules: The Portuguese Water Dog Club of America, Inc., (hereinafter “PWDCA”) rules, regulations, policies and guidelines for water trial participants (hereinafter “the rules”) are in the current PWDCA Water Trial Manual available on the Web site, www.pwdca.org. I/we have received the current Manual and/or have read the rules via the Web site and I/we agree to obey the rules.

Hold-harmless: I/we agree to hold the PWDCA and the event-giving club, their members, directors, officers, agents, and judge(s) at this event, the owner and/or lessor of the premises, any provider of services for this event and any employees or volunteers of any of the aforementioned parties, harmless from any claim for loss, injury, or illness which may be alleged to have been caused directly or indirectly to any person, animal or thing by the act of my dog while in or upon the trial grounds or while entering or leaving same, and I/we further agree to hold the aforementioned parties harmless from any claim for loss, disappearance or theft of, or damage injury or illness to, my dog, whether such loss, disappearance, theft, damage, injury or illness is caused or alleged to be caused by the negligence of the club or any other parties aforementioned, by the negligence of any other person, or by any other cause or causes.

Indemnification: I/we hereby assume the sole responsibility for and agree to indemnify and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons, including myself (ourselves) or on account of damage to property, arising out of or in consequence of my (our) participation in this water trial, howsoever such same may have been caused or may be alleged to have been caused by negligence of the aforementioned parties or any of their employees or agents, or any other persons.

Arbitration: Notwithstanding any of the above, in the event that I/we or my dog(s) suffer any damage, injury, illness, or loss (including the death of the dog(s) arising from the water trial), I/we agree that any claim arising out of or related to the entry, exhibition or attendance at the event or as to the construction, interpretation and effect of this agreement shall be settled by arbitration pursuant to the applicable rules of the American Arbitration Association. I/we agree that any such arbitration will take place at Volusia County FL within 60 days of the incident giving rise to the claim, or at such other time and place as the parties may agree. I/we agree to pay a prorated share of the costs of any such arbitration.

***If the handler and/or substitute steward named herein is under 18 years of age (must be at least 10 or older), this entry form must be signed and acknowledged by his/her legal guardian.**

SIGNATURE

DATE