

WAIVER AND RELEASE OF LIABILITY

Consideration and Release. In consideration of the below listed participant ("Participant") being permitted to participate in the pet care, training and agility classes and related activities offered by Kennelwood Villages, Inc. (d/b/a Kennelwood Pet Resorts) ("Kennelwood") on Kennelwood's property, including, without limitation "Dance with Your Dog", "How to Groom Your Dog", "Dog Agility Class", "Obedience Dog Class" and "Dog Safety Class", and all activities offered in conjunction therewith (collectively, the "Activities"), subject only to the implied warranties and statutory rights that cannot be excluded, I, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the Participant, on my own behalf (if 18 years of age or older) and on behalf of such minor Participant, and in either case on behalf of any spouse, personal representative, heir, executor, administrator, agent and assign of said Participant ("Participant Party"), release, waive and discharge Kennelwood and its, owners, directors, officers, employees, agents, representatives, successors and assigns (each a "Kennelwood Party") from and agree not to assert and further agree to indemnify, defend and hold harmless each Kennelwood Party against any cost, loss and expense incurred in connection with any and all claims or causes of action (known or unknown) or liabilities for injuries or death and damages to, loss of, or theft of property arising out of or connected with any and all phases of activity and participation in any such Activities, or Participant's use of any Kennelwood property in connection with such Activities, including in each case, liability arising from the negligence or fault of Kennelwood. This Waiver and Release of Liability includes, without limitation, a release of all claims relating to injuries which may occur as a result of the negligent instruction or supervision by Kennelwood.

Inherent Risk of Participating in Activities. I, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant, understand that the Activities are potentially hazardous and may result in injury or even death. The undersigned agrees that the Participant is voluntarily engaging in such Activities and does so at his or her own risk. Subject only to the statutory rights and implied warranties which cannot be excluded, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant, assumes all risk of injury or the contraction of any illness or medical condition that might result, including death, or any damage, loss or theft of any personal property. In addition, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant agrees to assume all liability and responsibility for any damages including injury or death caused directly or indirectly through his or her conduct, negligence or omission while participating in such Activities.

Acknowledgment Regarding Medical History. I, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant, declare that the Participant is physically sound and does not have any diseases, illnesses, conditions or impairments that would restrict or prevent his or her participation in the Activities. It has been recommended that the Participant, at a

minimum, consult with his or her physician regarding any restrictions on Participant's participation in the Activities. The undersigned further acknowledges that the Participant has either received approval from his or her physician to participate in the Activities or is doing so without the approval of a physician and assumes all responsibilities for such participation.

I, the undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant, hereby expressly agree that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED PARTICIPANT (IF 18 YEARS OF AGE OR OLDER), OR THE UNDERSIGNED PARENT/GUARDIAN OF THE BELOW LISTED MINOR PARTICIPANT, ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY, AND THAT HE/SHE IS WAIVING ANY RIGHT THAT PARTICIPANT OR SAID PARENT/GUARDIAN MAY HAVE TO BRING LEGAL ACTION TO ASSERT A CLAIM AGAINST ANY KENNELWOOD PARTY.

The undersigned Participant (if 18 years of age or older), or the undersigned parent/guardian of the below listed minor Participant, hereby expressly agree that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by applicable law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Printed Name of Participant: _____

_____ Date: _____

Signature of Participant (if over 18)

Parent/Guardian Acknowledgment

The undersigned parent and/or guardian of the above listed Participant does hereby represent that he/she is, in fact, acting in such capacity for the Participant and agrees to save and hold harmless and defend and indemnify each Kennelwood Party for, from and against any liability, loss, cost, claim or damage whatsoever which may be imposed upon any of them as a result of any defect or lack of legal capacity of the above named Participant or the undersigned parent and/or guardian, hereby jointly and severally joins in all agreements and representations made by such Participant, and hereby releases and agrees not to himself / herself assert any of the claims released and waived hereby against any Kennelwood Party.

_____ Date: _____

Signature of Parent/Guardian of Minor Participant