



**First in Flight ASC presents**

**2 days of ASCA Agility**

**March 6 & 7, 2021**

**Quicksilver Canine  
5600 Clarence Rd, Julian NC 27302**

*All dogs welcome, not just Aussies!*

Judge: Scott Lovelis, CA

**6 runs per day: 2 Regular, 2 Jumpers, 2 Gamblers  
Levels: Novice, Open, Elite  
Championship and Ace Divisions**

**Training Runs (with a toy) will be allowed. See page 3.**

**See page 4 for Covid-19 restrictions and requirements.**

**Pre entries open Friday January 29, 2021  
Pre entries close on Friday February 26, 2021 at 6 pm**

Entries limited to 350 runs per day

Trial Chairman: Mauricio Britva, [igility@icloud.com](mailto:igility@icloud.com) / 919-661-6961

**Mail all entries to the Trial Secretary:**

**Kristie Klein  
835 Dewitt Smith Rd  
Pittsboro, NC 27312**

Checks payable to FIFASC or First in Flight ASC

***Please double check your confirmation, there will be no changes the morning of the trial.***

Entry form is pdf with text entry, otherwise please print clearly!

For more information: [kgklein@earthlink.net](mailto:kgklein@earthlink.net) or 919-616-5548 9 am to 9 pm

Trial will be held in indoor, climate controlled facility  
on artificial turf (Jutagrass), 115' x 85' ring.

## Entry fees:

The more you enter, the cheaper it gets!

Based on total number of runs entered by owner, regardless of number of dogs:  
**1-4 runs \$12 per run, 5-10 runs \$11 per run, 11 or more runs \$10 per run**

Dogs receiving titles after the closing date may move-up by providing the trial secretary with: the owner's full name, dog's name, ASCA (or other) number, class entered and from and to level. Move-ups day to day are allowed.

**Times:** The trial will start at **8:00 a.m.** with first walk thru starting at 7:45. Tentative schedule: **Sat:** Gamblers (EON, EON), Regular (EE,OO,NN), Jumpers (EE,OO,NN), **Sun:** Jumpers (EE,OO,NN), Regular (EE,OO,NN), Gamblers (EON, EON)

**Measuring:** Dogs entering the jump height classes 20" or less (withers height less than or equal to 20"), that do not have a permanent ASCA, AKC or NADAC height card must be measured. Dogs entering 20+" or 24" jump heights (including Veteran, ACE or Jr. Handler division dogs entered in the 16"+ jump height classes) are exempt. If you have previously submitted a height card for our trials, you do not have to submit one for future entries.

	Small dogs		Medium dogs	Large Dogs	
<b>Championship Division</b>	Withers 11" and under <b>jump 8"</b>	Withers 14" and under <b>jump 12"</b>	Withers 18" and under <b>jump 16"</b>	Withers 20" and under <b>jump 20"</b>	Withers over 20" are in the 20+ class <b>jump 20"</b> (may jump 24")
<b>Jr. Handler Division</b>	Withers 11" and under <b>jump 4" or 8"</b>	Withers 14" and under <b>jump 8" or 12"</b>	Withers 18" and under <b>jump 12" or 16"</b>	Withers 18" and over <b>jump 16" or 20"</b> (may jump 24")	
<b>Veterans &amp; ACE Division</b>	Withers 11" and under <b>jump 4"</b>	Withers 14" and under <b>jump 8"</b>	Withers 18" and under <b>jump 12"</b>	Withers over 18" and under 20" <b>jump 16"</b>	Withers over 20" are in the 16+ class <b>jump 16"</b>
<b>ACE Senior Dog Division</b>	Withers 11" and under <b>jump 4"</b>	Withers 14" and under <b>jump 4"</b>	Withers 18" and under <b>jump 8"</b>	Withers over 18" and under 20" <b>jump 12"</b>	Withers over 20" are in the 12+ class <b>jump 12"</b>

## Prizes and awards:

Green qualifying ribbons will be awarded for each qualifying score. Placement ribbons will be awarded to all dogs placing 1<sup>st</sup> thru 4<sup>th</sup> in each class in each jump height. All ribbons will be flat ribbons. If you think you may finish your ATCH at our trial, please let us know so we can be prepared to celebrate!

Equipment: Rubber coated, slatted dogwalk and A frame (set at 5'6") will be used in this trial as well as winged and non-winged jumps, teeter, 24" weave poles, tunnels and displaceable tire. Electronic timing will be used.

## Veterinarian on Call:

Carolina Veterinary Specialists  
 501 Nicholas Rd, Greensboro, NC  
 336-632-0605

## **Notice to Exhibitors**

This trial is open to all dogs being at least eighteen (18) months of age, including purebred and non-purebred, except bitches in season, dogs suffering from any deformity, injury or illness that may affect the dog's mental or physical performance or dogs exhibiting any signs of aggression toward people or other dogs.

Dogs are not required to have an ASCA registration, LEP or tracking number to enter this trial. Handlers do not need to be ASCA members. **However, ASCA requires registration of all non-ASCA registered dogs in order to track and record these dogs for ASCA titles.** If you wish to continue to have your qualifying scores recorded and receive ASCA titling certificates, you must register your dog and become a service member of ASCA at the time of registration. Forms will be available at the trial, as well as included in this premium and on the ASCA website, [www.asca.org](http://www.asca.org).

The management will not be responsible for the loss or damage to any dog exhibited, or for the possessions of any exhibitor whether the result was by accident or any other cause. It is distinctly understood that every dog at this event is in the care and custody and control of its owner or handler during the entire time the dog is on the show premises. Any exhibitor whose dogs and/or children create unnecessary disturbances or repeatedly engage in unsafe or disruptive behavior may, at the discretion of the show committee be asked to leave the site. In such case, no entry fees will be refunded.

No entry shall be accepted for a dog or handler disqualified from the ASCA agility program; a dog or handler disqualified from all ASCA programs or a member not in good standing with ASCA. A list of such dogs will be supplied by the business office along with the sanctioning paperwork.

Dogs must be on leash when not competing in the ring. Please clean up after yourself and your dog.

No entry will be refunded if the trial cannot open or be completed by reason of riot, civil disobedience, fire, public emergency, act of God or act of a public enemy or any other cause beyond the control of the organizing committee.

There will be no refunds for entries withdrawn after the closing date, or in the event a dog and/or handler are dismissed from competition, regardless for the reason for the dismissal. Refunds will be issued for bitches that come in season, if notification in writing or by email is received before the trial begins. Refund of entry fees after the closing date for ill/injured dogs will be given less a \$10.00 administrative fee; with verification from vet on request.

Returned checks do not constitute a valid entry. There will be a \$30.00 service charge for returned checks.

No leads, collars, food, toys, other aids or devices will be permitted on the course, no food or toys within 10 feet of the rings at any time.

Any dog which demonstrates aggression towards any person or any dog, whether inside or outside the ring, must be excused from the trial. Any dog which the judge feels is not in enough control to perform all obstacles in a safe manner will be excused from the trial.

## **About ASCA agility**

ASCA courses are fun, flowing and fast! There are no run outs or refusals called, however course times are a bit faster. An off course is not allowed at any level. You must have 20 pts (2 clean legs) for gamblers and jumpers titles. Regular requires 30 points, however in regular only, a 5 pt Q can be earned if the dog is either 5 seconds or less over time or has one knocked bar.

Dog's run naked (no collar) in ASCA, jumpers has no weave poles and the gamble is a typical gamble with an opening period to accumulate points then the distance portion of the class. For Exhibition Only (FEO) entries are allowed, however no qualifying legs are awarded. Dogs do not have to have an ASCA number or QT number to enter, however legs and titles will not be recorded or awarded without one or the other. QT number application included in this premium and may be applied for at time of entry. Training in the ring is allowed up to Standard Course time, however no food or toys can be used (i.e. contacts can be repeated, start line stays worked on etc). You may enter at a higher level, however upper level Q's will first satisfy the lower level titles. ACE division is similar to AKC Preferred and USDAA Performance, dogs of any age can jump one height lower, ACE senior allows dog 10 and over to jump two heights lower than their Standard jump height.

**About training with toys in the ring: Toys maybe brought into the ring for training. These toys may not involve food or treats of any kind, may not make noise or may not leave parts behind. Handlers will mark the gate sheet with a "T" at check in and will run at the end of their jump height within the class. Toys must be declared when entering the ring. They will be immediately eliminated whether or not the toy is used and will have the specified time for training in the ring. If handlers bring a toy in the ring without declaring it, they will be asked to leave immediately.**

**We strive to have fun and hope that even if you didn't qualify as much as you hoped, you still had a good time!**

## Site information:

**Covid-19 restrictions: There will be no indoor crating allowed at this trial. Masks must be worn when inside the building, including while running the course. We will not be providing food, so please bring your lunch or there are restaurants and fast food available in nearby Climax NC (~6 miles). The Quicksilver Canine Covid-19 waiver must be signed before entering the building. A copy is provided in this premium, please include it with your entries. Please have anyone traveling with you sign it as well if they plan to enter the building.**

All exhibitors are responsible for picking up after their dogs and themselves. Please observe posted site signs.

## Accommodations:

These hotels have graciously agreed to accept well-mannered dogs.

Please verify pet policies and rates when making reservations.

Hotels approx 15-20 minutes from trial site, most in Greensboro Coliseum area

Red Roof Inn Greensboro, 2101 W. Meadowview Rd, Greensboro NC 336-852-6560 (may limit to 1 dog)

La Quinta Inn, 1201 Lanada Dr, Greensboro NC 336-316-0100 (25 mins from site)

Motel 6/Studio 6, 2000 Veasley St, Greensboro NC 336-294-8600

Drury Inn & Suites, 3220 W Gate City Blvd, Greensboro NC 336-856-9696 (pet fee)

Baymont by Wyndam Greensboro, 2001 Veasley St, Greensboro NC 336-944-6851

Comfort Inn- Greensboro- 1103 Lanada Dr, Greensboro NC 336-297-1055 (pet fee)

RV parking is available at the site (no hook-ups) for \$10/night by reservation only. Limited number of 110 plug in available for extra \$10/night, long extension cords required. Please contact the trial secretary for more information and reservations. **No overnight parking without a reservation.**

**Off site RV parking:** Hagen Stone State Park,

5920 Hagan-Stone Park Rd, Pleasant Garden NC 336-641-2090

## Directions:

**There are many ways to get to the site on various highways, your GPS may be the best guide.**

### Major routes:

**From I-85/I-40:** Take Hwy 421 south, take the Company Mill/Woody Mill exit (exit 194), turn left off ramp. At second light turn right on Liberty Rd, go approx 2 miles south on Liberty road and turn left on Dona Rd. Go approx 2 miles on Dona Rd and turn left onto Old Julian. Clarence Rd is on the left approx ½ mile. Look for Quicksilver Canine sign.

**From south:** Take Hwy 421 north, take Hwy 62 exit (exit 190), turn left off ramp, continue to first stop sign at Liberty Rd, turn right onto Liberty Rd, then take an immediate left onto Old Julian (there is a blinking light, if you pass the Gulf Station you went too far). Continue about 2 miles on Old Julian. Clarence Rd is on the left. Look for Quicksilver sign.

**Clarence Rd is a gravel road, the training building is at the very end. You will pass thru the white fence, past some residences and farm buildings, continue to the end and you will see the facility, a blue metal building. Please adhere to the posted speed limit on the gravel road!**

## Volunteer!

There will be a sign up board at the trial for the workers slots. We are happy and willing to train if there is a job you are not familiar with. **There will also be a workers raffle every day so *sign up often and increase your odds!***

**We appreciate your help!!**



**AUSTRALIAN SHEPHERD CLUB OF AMERICA®**

**Agility Entry Form**

PLEASE PRINT OR TYPE ALL INFORMATION

<b>Host Club</b>	
<b>Trial Dates</b>	

Use one entry form per dog. Print or type all of the following information.

**Dog's ASCA® Registration #:** \_\_\_\_\_ (LEP/Tracking/Regular)

**Breed:** \_\_\_\_\_ **Sex:**  Male  Female

**Registered Name:** \_\_\_\_\_

**Call Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Owner(s):** \_\_\_\_\_

**Primary Owner Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Handler:** \_\_\_\_\_

(If other than owner)

**Membership #:** \_\_\_\_\_ **JR DOB:** \_\_\_\_\_

(Please enter JR # if JR is handling dog) (If JR is handling dog)

**Dog's Height @ Withers:** \_\_\_\_\_ **Breed Jump Height Exempt?** Yes No

**Standard Jump Height:**  8"  12"  16"  20"  20+"  24"

**Class Jump Height:**  4"  8"  12"  16"  16+"  20"  20+"  24"

**Program:**  Championship (CH)  ACE

Class Entered	Division				Level			Day(s) Entered		
	Std	Vet (CH)	Jr (CH)	Sr Dog (ACE)	Nov	Open	Elite	Day 1	Day 2	Day 3
Regular 1					A B <input type="checkbox"/> <input type="checkbox"/>					
Regular 2					A B <input type="checkbox"/> <input type="checkbox"/>					
Jumpers 1										
Jumpers 2										
Gamblers 1										
Gamblers 2										

**Entry Fee Per Class:** \$ \_\_\_\_\_ **Package (all classes) Entry Fee:** \$ \_\_\_\_\_

**TOTAL ENTRY FEE:** \$ \_\_\_\_\_

**Emergency Contact Name & Number:** \_\_\_\_\_

**EXHIBITOR/OWNER OR PARENT/LEGAL GUARDIAN (IF JR IS UNDER 18) MUST READ AND SIGN THIS FORM**

**AGREEMENT**

**IMPORTANT LEGAL AGREEMENT**—Please read the following carefully as it, among other things, may prevent you from suing ASCA® and persons/entities affiliated with it. This agreement could even require you to defend them from demands and suits by third parties that include an assertion of wrongdoing by you. (1) The person signing this Agreement represents being authorized to enter into it on behalf of him/herself, as well as (if different) the owner(s)/exhibitor(s)/handler(s) of the dog(s) for which an entry form is being submitted (all these parties collectively referred to herein as "Applicant"). (2) "Releasees" here collectively refers to the Australian Shepherd Club of America® (ASCA®); its affiliate clubs; and the officers and board of directors, staff, contractors, insurers, attorneys, and agents of ASCA® and of those clubs. (3) This Agreement voluntarily is entered into by Applicant in exchange for the acceptance of the associated entry form and permission to participate in related activities. (4) Applicant agrees to abide by the rules and regulations of ASCA® and any other rules and regulations applicable to this event. (5) Applicant certifies that the entered dog will not pose a hazard to people, property, stock animals, or other dogs, and further that the dog is current with rabies shots along with any other vaccinations required by its state of residence. (6) Applicant acknowledges and assumes the risks to Applicant and Applicant's dog associated with participation in the event, among which could be ones associated with poor condition of the facilities and surrounding areas; security measures or lack of them; electrical appliances; fittings; show rings; the presence of unfamiliar persons; and the presence/involvement of other animals—whether stock, dogs, or otherwise. (7) Applicant further agrees to comply with all recommended and required health and safety precautions, among which may be those related to social distancing; quarantining; wearing of face coverings; and non-participation of persons exhibiting symptoms or for whom there otherwise has been a likelihood of recent exposure to COVID-19 or other contagious diseases. (8) Applicant additionally acknowledges and agrees to assume the risks associated with taking part in the event though others might neglect compliance with health and safety precautions/requirements or pose an undue risk of spreading disease. For example, as is true as to any public event, there is some risk that Applicant and/or those affiliated with Applicant may catch COVID-19 or another contagious disease at the event. (9) To the maximum extent permissible, this release is to be interpreted under Texas law, without application of its choice of law rules. (10) To the extent that Applicant—or another party suing on behalf of Applicant, or suing to recover based on injuries/death/damage to Applicant/Applicant's dog/Applicant's property—sues ASCA® (or a board member or staff member or agent of ASCA®) as a defendant, the sole appropriate forum (to the maximum extent permitted by law) for the suit shall be the state or federal courts serving Brazos County, Texas (where ASCA® has its headquarters). (11) Applicant hereby releases and waives any claims Applicant otherwise might assert against the Releasees as to any injury or damage claim connected in any way to any alleged act or omission arising out of, or occurring concurrent with, the event and related activities, interactions, communications, and even adjacent premises. (12) This release is made not only as to Applicant but also for anyone who might assert a claim on behalf of Applicant or based on purported injury or damage to Applicant/Applicant's dog/Applicant's property, as well as any heir, beneficiary, assignee, executor, trustee, agent, or survivor of Applicant. (13) Applicant further agrees to assume sole responsibility for and indemnify and hold Releasees harmless from related claims, demands, judgments, and settlement payments. (14) These waiver, release, and indemnification provisions extend even to claims or demands asserting that the acts or omissions resulted in bodily injury or death or from intentional wrongdoing, as well as to attorney fees and other costs of defense. (15) The duties of indemnification further extend to any claims or demands asserted against Releasees that are alleged to have arisen out of the acts or omissions of Applicant, Applicant's dog, or others affiliated with Applicant. Among other things, this means that Applicant would pay the legal defense of Releasees if someone sued them based on a claim Applicant carelessly exposed the claimant to COVID-19. (16) Applicant's promises in this agreement apply without regard to the type of claim or cause of action asserted against Releasees. (17) To the extent any provision of this agreement is unenforceable, the remainder of it nonetheless is to be enforced. (18) This agreement is to be interpreted to provide Releasees with the maximum permissible legal protection from—among other things—claims and suits pursued by Applicant (and/or those acting on behalf of Applicant or over injury/damage to Applicant), as well as from ones based on the purported wrongful acts or omissions of Applicant. (19) Nothing in this Agreement requires you to indemnify Releasees from claims by third parties that involve no allegations of improper acts or omissions by you, those affiliated with you, nor your dog(s). (20) Applicant acknowledges having read, understood, and had the opportunity for independent legal review of this document prior to signing it.

Date: \_\_\_\_\_

**SIGNATURE OF OWNER/HANDLER OR PARENT/LEGAL GUARDIAN (IF JR IS UNDER 18)  
PERSON SIGNING THIS FORM IS RESPONSIBLE FOR ALL ERRORS AND RULE VIOLATIONS**

AS USED HERE, "ASCA®" MEANS THE OWNER AND THE OPERATOR OF THE EVENT PREMISES, THE AUSTRALIAN SHEPHERD CLUB OF AMERICA, ITS AFFILIATE CLUBS, AND EACH OF THEIR MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SHOW CHAIRMEN, SHOW COMMITTEES AND AGENTS. October 8, 2020



## **WAIVER AND RELEASE OF LIABILITY**

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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In consideration of the risk of injury while participating in dog sport training (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Quicksilver Canine Ltd, located at 5600 Clarence Road, Julian, North Carolina 27283, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.**

I agree to indemnify and hold harmless Quicksilver Canine Ltd against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Quicksilver Canine Ltd incurs any of these types of expenses, I agree to reimburse Quicksilver Canine Ltd.

I acknowledge that Quicksilver Canine Ltd and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Quicksilver Canine Ltd.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Quicksilver Canine Ltd AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Quicksilver Canine Ltd FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Quicksilver Canine Ltd, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.



In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I fully attest to the best of my knowledge that I do not have COVID-19 at the time of attending, and I have not exhibited any signs or symptoms of COVID-19 in the 14 days preceding attendance. I confirm that, to my knowledge, I have not been in contact with or exposed to any known carrier of COVID-19 within the past 14 days of attendance. If I previously had a documented case of COVID-19, I understand that I must submit a physician's note of negative status in order to attend an event or class. Finally, I understand and agree that if, within 14 days of attending a class/event, I test positive for COVID-19, I shall contact a representative of Quicksilver Canine immediately to inform them of my positive status.

I acknowledge and agree that I am using the facilities, attending an event, or participating in a class hosted by Quicksilver Canine entirely at my own risk and take full responsibility for my health and safety at all times. I will follow all CDC, Federal, State, County and local rules, requirements, procedures and guidelines as well as QC's guidelines and procedures regarding COVID-19 (collectively, the "COVID Rules") that are in place at the time of any class I attend in order to reduce any exposure and possibility of contracting or spreading the virus. I further understand and agree that if I do not follow any of these COVID Rules, I will be asked to leave the class and will not be eligible for any refund.

I fully submit that Quicksilver Canine Ltd and their directors, officers, volunteers, representatives and agents (collectively, the "Organization Representatives") are in no way liable for any present or future COVID-19 exposure incurred at any time by any person, in attendance or not in attendance, during or after any class, and hereby waive all rights to file any action against QC and the Organizational Representatives if I am exposed to COVID-19.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and Quicksilver Canine Ltd agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the participant, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:**

\_\_\_\_\_

**Relationship to Minor:**

\_\_\_\_\_

**Signature & Date**

\_\_\_\_\_