

Informed Consent, Permission, and Release (“Release”)

In consideration of my wish to participate in training (“Training”) provided by Dogs Trust USA, Inc. (“DTUSA”) and its collaborators (“Collaborators”) to puppy and rescue dog owners for the purpose of developing bonds between newly-adopted pets and their owners, to help pets cope with domestic life, and to help pet owners avoid some common pitfalls that can lead to animal behavior problems, I agree:

I understand animals may be unpredictable and there are risks in participating in the Training, and I acknowledge I have made all inquiries to my satisfaction concerning potential risks. I am voluntarily participating in the Training and hereby knowingly and willingly accept and assume, without reservation, all risks of any nature (whether known or unknown or foreseeable or unforeseeable) arising from my participation in the Training.

I understand that DTUSA (or its designee) may wish to take photographs or make audio or audiovisual recordings (collectively, “Recordings”) of my (and my dog’s) participation in the Training. I irrevocably give DTUSA (or its designee) permission to make Recordings and grant DTUSA a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, sublicenseable, transferable right to reproduce, distribute, create derivative works of, publicly display and perform the Recordings, in whole or in part, including my name, voice, likeness, and statements (collectively, “Likeness”) as depicted and embodied in the Recordings, in any medium now known or later developed for any purposes of DTUSA, including fundraising and related promotional and commercial purposes and in furtherance of DTUSA’s educational mission. I acknowledge that DTUSA will own all rights, including copyrights, in the Recordings and to the extent I hold any rights, I irrevocably assign them to DTUSA.

Expressly intending to bind myself and my heirs, executors, representatives and administrators, I hereby irrevocably: (A) release, hold harmless, and indemnify DTUSA and Collaborators involved in the Training and their respective directors, officers, employees, employees, volunteers, agents, and representatives (each, a “Released Party”) from all damages, liabilities, costs and expenses of any kind (including reasonable legal fees and court costs) resulting from: (i) injury or death to myself or my animal and any other person or animal and any damage, destruction, or loss of property arising from my participation in the Training, including those arising from my or my dog’s actions or the actions of any other participant or dog, and (ii) any use of my Likeness and the Recordings; and (B) agree not to bring any claim of any nature against DTUSA, Collaborators, or any other Released Party arising from my participation in the Training or use of my Likeness or the Recordings, including, but not limited to, claims concerning any injury, death, property damage or loss, publicity rights, defamation, invasion of privacy, copyright or other rights of any nature. In addition, I expressly waive all rights and benefits under California Civil Code 1542 (and under any similar statute or legal principle) and do so understanding and acknowledging the significance of this waiver; Section 1542 states as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES.”

I expressly acknowledge that, to the fullest extent allowable under law, the foregoing assumption of risk, release, waiver, indemnity, and permission is intended to and will apply whether or not any Released Party is wholly or partially negligent or otherwise at fault.

If any injury occurs during the Training, I acknowledge that DTUSA or a Collaborator has the right, but not the obligation, to take any action that they determine is appropriate under the circumstance for my, or any other person's or any animal's safety. I acknowledge that I will be solely responsible for the cost of any emergency or other treatment obtained for me or my animal.

I acknowledge and agree that I am entering into this Release knowingly and voluntarily, and I will comply with DTUSA's and its Collaborators' policies, rules, and instructions at all times during the Training.

This Release: (A) represents my complete understanding with DTUSA concerning the subject matter of this Release and supersedes other understandings (whether oral or written) I may have had regarding its subject matter; (B) is governed by the laws of the State of New York without regard to any conflicts of law provisions that would result in the application of the laws of another jurisdiction; and (C) may be amended only if agreed in writing by DTUSA. Any claim relating to the Training or this Release may be brought exclusively in the federal or state courts located in the Southern District of New York. If any court (or other tribunal) finds that this Release, in whole or in part, is unenforceable, upon DTUSA's request, I agree to execute a new general release that would be enforceable. If for any reason a new general release is not permitted by any court or law, if the unenforceable provision would be enforceable by limiting it, then the provision will be deemed to be written, construed and enforced as so limited.

I warrant that I am at least eighteen years old.