

Firefly Kennel, LLC  
Facility Use Agreement

In consideration of being allowed to participate in any way in any Firefly Kennel, LLC activity or program, its related events and activities, and/or use of any equipment or facilities owned or provided by Firefly Kennel, LLC,

I, \_\_\_\_\_ (participant's printed name), the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Firefly Kennel, LLC immediately; and
4. I understand that firearms are used on the Firefly Kennel, LLC facility. Firearms, when mishandled, can be dangerous. Further, I understand that it is incumbent upon me to use the utmost care in the exercise of safety including firearm safety. I intend to do so and realize that I have an affirmative duty to do so. I further represent that I have all legally required training, permits, and licenses for the hunting and other firearm activities in which I am participating; and
5. I further realize that activities and events at Firefly Kennel, LLC may involve dogs, horses, snowmobiles, and all-terrain vehicles, as well as cyclists and skiers. I understand that I will conduct myself in a manner so as to be safe around all animals and individuals; and
6. I agree to obey all posted signs and rules, and to obey and follow the instructions of all Firefly Kennel, LLC members officers, agents, employees, and volunteers; and
7. I represent that I am in good health with no physical or mental defects that may pose a danger to my participation in the activities of Firefly Kennel, LLC, including any scheduled or unscheduled events. I agree that, as a condition of being allowed to participate in the activities of Firefly Kennel, LLC, I will not consume any alcoholic beverages or other substances including, but not limited to, any drugs or medications which would impair my senses before or while participating in any outdoor recreational activities, and,
8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Firefly Kennel, LLC, its members, officers, officials, agents employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law, including injury to, damage to, and/or death of any animals, including horses and dogs, that I may bring onto the property.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant's Signature  
(Parent/Guardian if Participant under age 18)

\_\_\_\_\_  
Date

Participant is age 18 or older: