

Firefly Kennel, LLC  
Group 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, \_\_\_\_\_, (printed name) the undersigned and the duly authorized representative of \_\_\_\_\_, (name of group) (hereinafter "Group") 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. Group and Group's members and guests 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. Group and Group's members and guests willingly agree to comply with the stated and customary terms and conditions for participation. If any unusual significant hazard is observed, Group members or guests will remove themselves from participation and bring such to the attention of Firefly Kennel, LLC immediately; and
4. 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. Group members and guests will conduct themselves in a manner so as to be safe around all animals and individuals; and
5. The Group's members and guests 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
6. I represent that the Group's members and guests are 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, Group members and guests will not consume any alcoholic beverages or other substances including, but not limited to, any drugs or medications which would impair the senses before or while participating in any outdoor recreational activities, and,
7. The Group, on behalf of itself and of its members, guests, officers, officials, agents, employees, and volunteers, **HEREBY RELEASES, INDEMNIFIES, AND HOLDS 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.**

\_\_\_\_\_  
Signature of Group's Duly Authorized Representative

\_\_\_\_\_  
Date