

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

As consideration for being permitted by SBNQR Amazing Pet Expo, Inc. ("Licensee"), the 22nd District Agricultural Association / Del Mar Fairgrounds ("District"), the State of California, and any lessor of the District's premises to purchase a ticket for and / or attend (whether as an invitee, guest, or vendor) San Diego Pet Expo at the District's premises with my animal[s] and/or pet[s] ("Activities"), I agree to the following:

1. **I forever release the District, the State of California, SBNQR Enterprises LLC dba Amazing Pet Expos, Inc. , and any District affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death, or property damage, related, directly or indirectly, (a) to my attendance at or participation in the Activities, (b) the negligence or other acts, whether directly or indirectly connected to the Activities, and however caused, by any Releasee, or (c) the condition of the District's premises where the Activities occur, whether or not I am then participating in the Activities.** I also agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this Release, Waiver of Liability, and Indemnity Agreement.

2. **To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless SBQR Enterprises dba Amazing Pet Expos, Inc., the State of California, the District, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively, "Releasees"), and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to my attendance at or participation in the Activities, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the Releasees or any one or more of them.** Provided, however, that in no event shall I be obligated to defend or indemnify Releasees with respect to the sole negligence or willful misconduct of Releasees or any one or more of them.

3. **While attending the dog show with my animal[s] and/or pet[s] and should any injury occur to any person, other animal or property as a result of the behavior of my animal(s) at the Pet Expo, whether expected or unexpected, regardless of the stimulus for the behavior (e.g., animal's spontaneous conduct, the conduct of another animal, the conduct of any person, the existence and/or presence of an object, or a combination of any one or more of these), I agree that I will be solely liable and be held responsible for any injury or property damage that results from (including, but not limited to, attorneys fees, expert fees, and costs of suit), and that I will indemnify, hold harmless, protect and defend Releasees from any and all claims of liability and damages from any injury, property damage, loss, claim, or expense resulting from the behavior of my animal[s] and/or pet[s].**

4. I agree to report any and all such injuries immediately to the management of the Pet Expo.

5. I agree that by bringing my animal[s] and/or pet[s] to the Pet Expo, I am doing so at my sole risk, cost and expense and any harm, risk, or damage sustained by my animal[s] and/or pet[s] directly or indirectly arising out of the presence of my animal[s] and/or pet[s] at the America's Family Pet Expo Show shall be my sole and exclusive responsibility.

6. I will be solely responsible for cleaning up any messes made by my animal[s] and/or pet[s].

7. I hereby represent and warrant that each and every one of my animal[s] and/or pet[s] is healthy, free from parasites and has all core and noncore shots including, but not limited to, rabies, distemper, bordatella, and parvovirus.

8. Admittance of my animals[s] and/or pet[s] to the Pet Expo is at the discretion of staff and management of Pet Expo. I hereby represent and warrant that my animal[s] and/or pet[s] are not aggressive or of an aggressive nature. If my animal[s] and/or pet[s] engage in any behavior considered by the staff or management of America's Family Pet Expo to be aggressive or dangerous I agree to immediately leave America's Family Pet Expo upon request and acknowledge and agree that I will not be entitled to any refund.

9. Dogs that have been cited by California statute or applicable state statutes as dangerous and/or vicious are prohibited from entry into the Pet Expo.

10. I am an adult, 18 years or older and agree to provide proof of age upon request by the staff or management of Pet Expo.

Please complete information below, in its entirety and bring this to the Pet Expo with your pet. This form will be required to be completed and submitted at the entrance to the America's Family Pet Expo before admission is allowed.

Owner/Responsible Party of Animal/Pet Information:

Owner/Handler Name (Print): _____

Address: _____

City, State, and Zip: _____

Phone/Cell: () _____ E-Mail: _____

Pet's Name: Breed: _____

Weight: _____ Age: _____ Sex: ____ Altered? ____ (Y/N)

By signing and submitting this form I agree to the rules and regulations (see reverse) regarding the presence of animals and/or pets at the Pet Expo.

Dated: _____