

Pups in the park waiver

Wellington Lions v North Harbour

Westpac Stadium, Sunday 9th September at 2.05pm

Dog entry opens at 1.00pm

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me and my dog(s) to attend the game to be played between the Wellington Lions and North Harbour on Sunday 9 September 2018, and to participate in the “Pups in the Park” event to be hosted by Wellington Rugby Football Union (the “WRFU”) in connection with the game (the “**Event**”), I, for myself and on behalf of my heirs, executors, administrators, next of kin, successors, and assigns, all of whom will be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older. I acknowledge that I am not required to participate in the Event and can withdraw from participating in the Event at any time. My participation is voluntary and solely for my benefit and entertainment. I will not be compensated by the WRFU, or any other person or entity, for my participation in the Event.
2. All persons admitted to the Stadium and its surrounds are advised that the presence of dogs include elements of danger and risk of injury.
3. The rights of refusal of entry and removal from the stadium and surrounding areas are reserved to the organisers.
4. I understand and acknowledge that by participating in the Event, I and my dog will be seated in an area of Westpac Stadium with other participants and their dogs, and that such participation creates a significant risk of injury and damage (including dog bites and allergic reactions) to myself (and my dog(s)) and to others (and their dogs). Notwithstanding my understanding of the risks and my acknowledgement thereof as stated in the preceding sentence, **I am prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of participating in the Event, including, but not limited to, injury and property damage to myself and my dog(s) (including dog bites), illness and allergic reactions, slip and falls, injuries or damage sustained by and through other participants’ dogs (including dog bites), and/or the effect of weather at Westpac Stadium.**
5. I hereby represent and affirm that each dog of which I have custody during the Event is in good health and has current vaccinations. I agree to abide by all the rules and instructions given to me by a WRFU representative in connection with the Event, and to provide accurate information regarding my dog as requested by WRFU or Westpac Stadium representatives in connection with the Event. I understand that I am solely responsible for the accuracy of any and all information that is requested by the WRFU or Westpac Stadium (or their representative) in connection with the Event, and I agree to release the Indemnified Parties (as defined below) from liability and any responsibility for verifying such information whether the information was provided by me or a third party.

6. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Wellington Rugby Football Union, Westpac Stadium, the promoters, participants, competition organisers, other sanctioning organisations, or any subdivisions thereof, officials, sponsors, advertisers, powers or lessees of premises used to conduct the EVENT, premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions or instructions or engage in risk evaluation regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees" **FROM ALL LIABILITY TO CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, OR THEIR DOG(S), ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

7. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.

8. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.

9. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of injury and/or death and/or property damage.

10. HEREBY agrees that this Release and Waiver Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the area in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

11. I hereby authorize and grant the right to the WRFU and/or anyone authorized by or acting on behalf of the WRFU to use, reproduce, publish, and depict my name, voice, and/or likeness (including the name and likeness of my dog), in any manner that the WRFU deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Event and/or the WRFU, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Event and/or the WRFU.

I HAVE READ THIS RELEASE, UNDERSTAND ITS CONTENTS, AND AGREE TO ALL OF ITS TERMS.

_____ Dated: _____

Signature of Participant

Name: _____

Printed Name of Participant

Address: _____

Phone Number: _____