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**PARTICIPANT AGREEMENT,**  
**ACKNOWLEDGMENT OF RISK, AND RELEASE**

I, the undersigned, in consideration of the services of Pathways Animal Assisted Therapy, Inc., its officers, employees, agents or representatives, (hereinafter referred to as "*Pathways*"), hereby agree to release and discharge *Pathways*, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of the risks.

**WARNING**

UNDER KANSAS LAW, THERE IS NO LIABILITY FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN DOMESTIC ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO K.S.A. 60-4001 THROUGH 60-4004. YOU ARE ASSUMING THE RISK OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.

INHERENT RISK OF DOMESTIC ANIMAL ACTIVITIES INCLUDE BUT SHALL NOT BE LIMITED TO:

(1) THE PROPENSITY OF A DOMESTIC ANIMAL TO BEHAVE IN WAYS I.E., RUNNING, BUCKING, BITING, KICKING, SHYING, STUMBLING, REARING, FALLING OR STEPPING ON, THAT MAY RESULT IN AN INJURY, HARM OR DEATH TO PERSONS ON OR AROUND THEM.

(2) THE UNPREDICTABILITY OF A DOMESTIC ANIMAL'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT AND UNFAMILIAR OBJECTS, PERSONS OR OTHER ANIMALS.

(3) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS.

(4) COLLISIONS WITH OTHER DOMESTIC ANIMALS OR OBJECTS; AND

(5) THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE DOMESTIC ANIMAL OR NOT ACTING WITHIN SUCH PARTICIPANT'S ABILITIES.

2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity.

My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify *Pathways*, its agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participating in this activity, including specifically but not limited to the **negligent acts or omissions of *Pathways***, its agents or employees, and all other persons or entities, for and all injury, death, illness or disease, and damage to myself or to my property. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST *Pathways*, OR ITS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**

4. Should it become necessary for *Pathways*, or someone on *Pathway's* behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay *Pathways'* reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

5. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all expenses or liability.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name: \_\_\_\_\_

If under 18, signature of parent or guardian: \_\_\_\_\_

Please print name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Numbers: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

E-mail: \_\_\_\_\_