

**Sheepdog Self Protection Inc.**  
**LIABILITY RELEASE AND INDEMNITY**

**PLEASE READ CAREFULLY**

**THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. YOU ARE ALSO ASSUMING CERTAIN OBLIGATIONS. NOTWITHSTANDING PRECAUTIONS TAKEN, ACCIDENTS AND OTHER UNFORTUNATE CIRCUMSTANCES OCCUR AND THEREFORE THIS AGREEMENT MUST BE SIGNED.**

**INTRODUCTION AND ACKNOWLEDGEMENTS:**

The undersigned (the "Participant") wishes to participate in a physical test and related activities (the "Test") which is very physically demanding and is designed to produce maximal heart rate , and also recognizes that the Test and related physical activity involves some risk to health and safety. The Test will be administered by Sheepdog Self-Protection Incorporated (hereafter referred to as "SHEEPDOG SELF PROTECTION") but the Participant acknowledges that he/she will be solely responsible for: (a) his/her own actions in participating in the Test; and (b) determining whether commencing or continuing the Test will jeopardize the health, life, safety or wellbeing of the Participant. The Participant acknowledges that SHEEPDOG SELF PROTECTION has recommended that the Participant discuss the Test with his/her physician and obtain medical advice before participating in the Test. If the Participant feels any pain or discomfort during the Test, the Participant should discontinue the Test and seek medical advice immediately.

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**FURTHER ACKNOWLEDGEMENTS, WAIVERS AND RELEASES:**

In consideration of SHEEPDOG SELF PROTECTION allowing the Participant to take the Test, the Participant:

- (a) Acknowledges that there are risks involved in taking the Test, including the risk of physical injury or death;
- (b) Further acknowledges that the risks involved are, at least in part, relative to his/her own state of fitness, health, awareness, and the skill and care with which the Participant conducts him/herself during the Test;
- (c) Acknowledges that he/she fully understands the risks involved in participating in the Test and that SHEEPDOG SELF PROTECTION has answered all questions, concerns or inquiries made of it in relation to the Test;
- (d) Voluntarily assumes and accepts all risks involved in participating in the Test, whether before, during or after the Test, including the risk of any injury, harm or death that the Participant may suffer arising in any way from participating in the Test and also including risks not specifically anticipated by the Participant and waives notice of all risks, conditions, dangers or otherwise, inherent in or arising from the Test;
- (e) Agrees to follow all policies of and directions made or given by SHEEPDOG SELF PROTECTION or its employees or representatives prior to, during or after the Test;
- (f) Waives any and all rights whatsoever that the Participant may have now or in the future against SHEEPDOG SELF PROTECTION and, as applicable, its affiliates and related companies and all of

their respective representatives, members, shareholders, directors, officers, leaders, agents, employees and/or volunteers (together, the "Releasees") arising from or connected with participating in the Test; and

- (g) Releases and forever discharges SHEEPDOG SELF PROTECTION and all of the Releasees from any and all actions, causes of action, suits, claims, demands, expenses, costs, losses and damages (together, "Claims") whatsoever, arising at law, by statute, in equity or otherwise that the Participant may have now or in the future as a result of, arising out of or in any way connected with the Test or the Participant's participation in the Test or any part of the Test, including, without limitation, Claims arising from or connected with breach of contract, wilful acts or omissions, negligence or gross negligence of SHEEPDOG SELF PROTECTION or any of the Releasees.

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#### INDEMNITY AND OTHER TERMS:

The Participant further:

- (a) Agrees to indemnify and hold harmless SHEEPDOG SELF PROTECTION and all of the Releasees from and against any and all Claims that may be brought against SHEEPDOG SELF PROTECTION or any of the Releasees by the Participant or any other party whatsoever as a result of, arising out of or in any way connected with the Participant's participation in the Test;
- (b) Agrees that this document will be binding on the Participant and his/her heirs, executors, administrators and assigns;
- (c) Agrees that if any provision hereof is invalid, illegal or incapable of being enforced by SHEEPDOG SELF PROTECTION or any of the Releasees by reason of any rule of law or public policy then such provision will be severed from this document and will not affect any other provision contained herein and all other provisions will remain in full force and effect;
- (d) Acknowledges and agrees that he/she has read and understands this document, has had the opportunity to seek advice, including legal advice, with respect to the same and has either obtained such advice or waived his/her right and opportunity to seek and obtain the same;
- (e) Agrees that this document contains the entire agreement between the parties, other than with respect to the payment for the services provided by SHEEPDOG SELF PROTECTION in relation to the Test and that SHEEPDOG SELF PROTECTION has made no representations, warranties, guarantees or promises that are not expressly contained in this document.

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I, \_\_\_\_\_, acknowledge having read this entire  
(Print Full Name)

Liability Release and Indemnity and I understand and agree to be bound by the conditions herein.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_