



Participants – terms, conditions and waiver

Live with Zest

Wellbeing Dog sessions with Roz and her dogs Rafa and/or Ruby (“the Dogs”)

This activity involves contact with dogs. The Dogs are highly trained and have Animal Assisted Therapy qualifications. However, dogs are animals and consequently there is an element of unpredictability about their behaviour, particularly if startled, frightened, hurt or mistreated. By signing this form, you (“the Participant”) acknowledge that you have read, understood, agree to and accept all of the following to the extent permitted by law:

- 1) Interaction with dogs contains elements of risk both obvious and inherent. They can behave in a sudden and unpredictable way, especially when frightened or hurt. It is possible that someone could get scratched or bitten, however the risk is low. These dogs are low allergy with their non-shedding coats and are vaccinated against fleas, ticks and worms, however there is a risk of an allergic reaction and/or infection, particularly if any open cuts or wounds come into contact with the Dogs. Collectively this constitutes “the Risks”. In participating in any Live with Zest Wellbeing Dog session with Roz and the Dogs (“the Session”), the participant understands and accepts the Risks.
- 2) As a condition of participating in the Session, the participant affirms they are not aware of any medical condition or impairment that will be detrimental to their health if the participant interacts with Roz and the Dogs. In the event that the participant becomes aware of any adverse medical condition or impairment, or is otherwise sick or injured, either prior to or during the Session, the participant agrees to immediately withdraw from the Session.
- 3) The participant acknowledges and agrees that it is a condition of participating in the Session that the participant does so at their own risk. The participant accepts all risks and, to the fullest extent allowed by law:
 - (a) releases Live with Zest, their agents, affiliates, employees, members, volunteers, and any person or body, directly or indirectly associated with Live with Zest (“Released Persons”) relative to the Session, from all claims, demands and proceedings arising out of or connected with the participant’s involvement in the Session; and
 - (b) indemnifies each Released Person against all liability for all injury, loss or damage (including loss or damage to personal property or clothing) arising out of or connected with the participant’s involvement in the Session.
 - (c) agrees that the terms and conditions contained herein may be pleaded as a bar to any action, suit or proceedings taken at any time by the participant against a Released Person arising out of or as a consequence of participation in the Session or any incidental activity relative to the Session.
- 4) During the Session, all participants must comply with the directions of Roz insofar as they relate to the participant’s interaction with the Dogs. If participants do not comply with such

directions, or engage in misconduct, or hazardous or inappropriate behaviour to either Roz or the Dogs, Live with Zest reserves the right to require the offending participant(s) to immediately depart the Session or, if deemed necessary by Roz, to suspend or terminate the Session.

- 5) If the participant suffers an injury or illness during the Session or any incidental activity relative to the Session, the participant agrees and consents to receive first aid or medical treatment including transportation via ambulance at the participant's expense.
- 6) The participant acknowledges that the Session may be photographed and/or filmed and the participant gives permission for the free use of their name, picture, testimonial or recording in any advertising, promotion or other account in connection with Live with Zest, which may be reproduced in a material form in any format, published and/or communicated to the public.
- 7) By personally executing this form the participant warrants that s/he is at least eighteen (18) years of age. If under eighteen (18) years of age a parent or legal guardian must give consent for a participant under 18 years of age.

Signature of participant

Signature of parent/legal guardian:

Name of participant:

Name of parent/legal guardian:

Date:

Date.....