ASC COVID19 WAIVER

For admittance to the Greater Ocala Dog Club Show Grounds, located at 10205 NW Gainesville Rd., Ocala, FL 34478 ("Show Grounds") for any of the American Spaniel Club Events or Activities from January 14 through 18, 2021 (the "ASC Show"), you must complete this ASC COVID 19 Waiver ("Waiver") prior to admittance and comply with the terms of the Waiver during the entire course of the ASC Show. Upon submitting this competed Waiver, you will be issued a wrist band that you MUST wear each day while on the Show Grounds.

THIS WAIVER APPLIES TO AND INCLUDES EXHIBITORS, OWNERS, HANDLERS, BREEDERS, ASSISTANTS, FAMILY, GUESTS, SUPERINTENDENTS, JUDGES, DELEGATES, STEWARDS, VENDORS, ANY PROVIDERS OF SERVICES AND THEIR STAFF, VOLUNTEERS AND THE CHILDREN OF ANY OF THE ABOVE WHO ENTER THE SHOW GROUNDS AND/OR PARTICIPATE IN ANY AND ALL ASC ACTIVITIES. THERE ARE NO EXCLUSIONS OR EXCEPTIONS.

I acknowledge the extremely contagious nature of the Coronavirus/COVID-19 and that the Coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. As a result, I am fully aware of the risks involved with entering the Show Grounds, as well as any transportation and/or hotel associated with the Show Grounds and ASC Show during the COVID-19 pandemic (or with respect to any related or similar infection, which together are herein referred to as “COVID-19”). I further acknowledge that the Greater Ocala Dog Club ("GODC") or ASC cannot guarantee that I will not be exposed to, contract or spread the COVID 19.

I am entering into this Waiver knowingly and on my own behalf and voluntarily entering the Show Grounds and participating in the ASC Show and the related Events and Activities.

I attest that:

* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
* I have not travelled internationally within the last 14 days.
* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

As a condition of my being allowed to enter the Show Grounds, I will fully comply with: (i) all health and safety rules, guidelines, protocols, and mitigation measures implemented by the GODC and/or ASC; and (ii) all local, state and federal requirements. If I test positive for COVID-19 or am exposed to someone who has tested positive for COVID19, at any time from January 10 through January 25, 2021, I agree to notify the President of ASC promptly and before reentering the Grounds.

I acknowledge that the risks involved with entering the Show Grounds and being in the presence of other people during the COVID-19 pandemic include, but are not limited to, contracting COVID-19, respiratory failure, death, and transmitting COVID-19 to family or household members and others who may also suffer these effects. I further understand that compliance with the GODC and ASC health and safety rules, guidelines, protocols and mitigation measures and the local, state, and federal requirements will not eliminate these risks, even with social distancing and other safety measures in place at the Show Grounds. Notwithstanding the foregoing, I elect to voluntarily participate in entering the Show Grounds and participating in the ASC Show and Activities with full knowledge that doing so may be hazardous to my health and those with whom I may come into contact.

I voluntarily assume full responsibility for any risks of loss or personal injury, including serious illness, injury, or death, that may be sustained by me, my children, or by others who come into contact with me, as a result of my presence on the Show Grounds and the ASC Show, whether caused by the negligence of the ASC or GODC or otherwise. To the fullest extent permitted by law, I release, waive, forever discharge, and covenant not to sue the ASC and/or the GODC, and any of their respective affiliates and each of the foregoing’s respective administrators, members, officers, directors, employees, volunteers, sponsors, vendors, contractors, medical services providers, judges, superintendents or event secretary, and agents, (the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by me or by others who come into contact with me, whether caused by the negligence of the Releasees, other entities or individuals, or otherwise as a result of, or related to, my decision to enter the Grounds. I understand that this Waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen, or unforeseen.
I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER. It is my express intent that this Waiver binds: (i) the members of my family and spouse, if I am alive, and (ii) my heirs, assigns and personal representatives, if I am deceased.

If any of the provisions, terms or clauses of this Waiver is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Waiver shall remain valid and binding upon both parties.

ARBITRATION: I AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN ME AND ANY OF THE RELEASEES ARISING OUT OF OR RELATING TO THIS WAIVER OR MY PRESENCE AT THE SHOW GROUNDS DURING THE COVID-19 PANDEMIC SHALL BE RESOLVED BY CONFIDENTIAL, FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO THE FEDERAL ARBITRATION ACT (“FAA”). ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL PROCEED BEFORE A SINGLE ARBITRATOR, TAKE PLACE IN DALLAS COUNTY, TEXAS, AND BE CONDUCTED IN ACCORDANCE WITH AAA’S APPLICABLE RULES. THE PARTIES AGREE THAT (I) ANY AND ALL ISSUES RELATING TO ARBITRATION OR THIS ARBITRATION CLAUSE, INCLUDING, WITHOUT LIMITATION, THE THRESHOLD QUESTION OF ARBITRABILITY OR THE ENFORCEMENT OR VALIDITY OF THIS ARBITRATION CLAUSE, WILL BE DELEGATED TO THE ARBITRATOR SELECTED PURSUANT TO THIS PROVISION, (II) THE ARBITRATOR WILL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING, ATTORNEYS’ FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW, (III) JUDGMENT UPON THE AWARD THAT THE ARBITRATOR RENDERS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION, AND (IV) THE ARBITRATOR’S AWARD MAY BE VACATED OR MODIFIED ONLY ON THE GROUNDS SPECIFIED IN THE FAA OR OTHER APPLICABLE LAW.

I agree that all controversies and claims between me and any of the Releaseses arising out of or relating to this Waiver or my presence at the Grounds during the COVID-19 pandemic must be pursued on an individual basis only. By signing this Waiver, I waive my right to commence, or be a party to any class actions or collective claims against the Releaseses.

I agree that this Waiver shall be construed in accordance with the laws of the State of Texas without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of Texas.

Sign Name: ___________________________ Address: ___________________________

Electronic signatures not allowed

Print Name: ___________________________ Phone: ___________________________

Date: ___________________________