



ACKNOWLEDGEMENT OF RISK, ACCEPTANCE OF PERSONAL RESPONSIBILITY, RELEASE OF LIABILITY

This document affects your legal rights. Read carefully before signing.

COURSE INFORMATION

Course Title _____ Code _____ Event Date _____

I have enrolled in and I desire and request to voluntarily participate in a medical education or veterinary medical education/training course that may consist of a “Hands-On” lab and otherwise engage in activities (the “Activities”) occurring at the Oquendo Center for Clinical Education located in Las Vegas, Clark County, Nevada (the “Center”), which Activities at the Center may be provided, conducted, or sponsored by, or affiliated with Western Veterinary Conference, a Nevada nonprofit corporation (the “Company”). In exchange for my right to voluntarily participate in the Activities and access the Center to participate in the Activities, and gain the benefits derived from such participation, as well as other good and valuable consideration, the receipt of which is acknowledged, I agree to all the terms and conditions set forth in this Acknowledgement of Risk, Acceptance of Personal Responsibility, Release of Liability Agreement (the “Agreement”).

Information Regarding the Activities and Acknowledgement of Risk

I confirm that my participation in the Activities is on a voluntary basis and I recognize that my participation involves inherent risk, including occupational hazards and personal injury and potential exposure to pathogens and diseases, all of which are inherent to procedures and manipulations involving the Activities. I understand that one or more of the following particular environmental or situation hazards may apply or occur during the Activities:

- Infectious/zoonotic diseases via direct, airborne, or insect-vectored contact
- Animal-to-human injury, including kicks, strikes, butts, bites, and clawings
- Tripping, slipping, or falling on wet or dry surfaces
- Electromagnetic radiation, including, specifically, laser light fluences
- Electrical shock from power sources, electrical, or electronic equipment
- Serious lacerations and/or punctures from mechanical medical devices, including hypodermic needles, suture needles, sharp edges and points of surgical and dental instruments, slipping or misdirected metal fixation pins found in various orthopedic devices, or other injury from properly or improperly handled or used medical sharps
- Risk of laceration, burning or snagging from powered surgical, dental or orthopedic equipment, including drills, saws, grinders, and rotating burrs
- Intoxication or allergic reaction to fumes or accidentally injected drugs
- Exposure to radiation during use of x-ray equipment

As a voluntary participant in the Activities, I accept personal responsibility for participation and agree to:

- Heed all observations and instructions of faculty and staff to reduce hazard and risk
- Not eat or drink expect in specifically designated areas of the Center
- Sanitize hands and work surfaces, as directed by faculty and staff, good medical practice, and common sense
- Wear protective equipment and clothing, as provided (“Personal Protective Equipment”)
- Be alert to signs of impending animal aggression
- Follow the principles of time, distance, and shield to minimize exposure to radiation. **I understand that I have the option to leave the room during any use of x-ray equipment.**

I certify: (1) I have received training in handling and I am aware of the risks of handling blood borne pathogens; and/or (2) I am a medical professional and, based on my training as such, am aware of the hazards presented by blood borne pathogens and the controls to prevent exposure.

If use during the Activities of Personal Protective Equipment is provided and recommended to me, I understand my failure to use such Personal Protective Equipment may increase my risk of exposure to infectious materials, diseases, and/or injury. I assume all additional risks associated with any such unprotected participation.

My choice to use the Center and participate in the Activities is knowing, voluntary, and made for my personal benefit and gain. I understand the Company does not require me to use the Center or participate in the Activities, even if such Activities are sponsored or promoted by the Company. **I understand using the Center and participating in the Activities involve inherent risks and dangers of accidents, property loss or damage, serious personal bodily injury, death, and/or severe personal and economic losses, and I ASSUME THE RISKS of all such losses, damages, injuries, losses, and death.** Such accidents, losses, damages, and injuries (including death) may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of WVC (as defined below), the negligence of others using the Center or participating in the Activities, or the condition of the Center or the equipment in the Center. I agree and understand there may be other risks not known to me or reasonably foreseeable at this time. I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

Covenant Not to Sue

I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against WVC, nor join or assist in the prosecution of any claim for money or other damages that anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my property in connection with my use of the Center or participation in the Activities, and I waive any right I may have to do so. This means that I cannot sue to hold WVC responsible for any injury, loss, or damage sustained by me in connection with the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of WVC. I waive my insurer's right to make a claim against WVC based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against WVC.

Indemnification

I will, to the fullest extent permitted by law, defend, indemnify, hold harmless, and reimburse WVC from and for any and all damages, losses, costs or expenses (including legal fees) incurred by WVC or paid by them to any person (including me or my insurers) relating to any accident, injury (including death), loss, or property damage arising out of or otherwise relating to my use of the Center or participation in the Activities, even if such injuries, losses, damages, or death were caused in whole or in part by WVC's negligence. I will reimburse WVC if anyone makes a claim against WVC relating in any way to my use of the Center or participation in the Activities, including, without limitation, any accident, injury, or loss I may cause (in whole or in part) or in which I may be involved.

Survival and Severability; Choice of Law

It is my express intent that this Agreement bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge, and covenant not to sue WVC. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of this Agreement as a whole to the full extend authorized by law. I further covenant and agree that this Agreement shall be construed in accordance with the laws of the State of Nevada and that any mediation, arbitration, suit or pother proceeding relating to this Agreement and the Activities covered in this Agreement must be filed or entered into only in Nevada and the federal or state courts of Nevada.

Liability Release

I fully, expressly, and forever **RELEASE, WAIVE, AND DISCHARGE** the Center and the Company, its parents, subsidiaries or other affiliates, officers, directors, members, agents, current or past employees, successors, assigns, contractors, and representatives (collectively, "WVC") from any and all liability, losses, injuries, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from or in any way relating to my use of the Center or my participation in the Activities, regardless of whether such loss is caused by the negligence, omission, fault, or other act of WVC or others and regardless of whether such liability arises in tort, contract, strict liability, or otherwise. **Initial Here** _____

Acknowledgement

By signing, I acknowledge that I have read and fully understand this Acknowledgement of Risk, Acceptance of Personal Responsibility, Release of Liability Agreement and understand that I am voluntarily giving up substantial rights, including the right to sue WVC, by signing this Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____

Date: _____

Printed Name: _____