



SPLASHING PAWS, LLC

Desert Sunset Memorial Service
Liability Waiver & Assumption of Risk Agreement • Arizona

Date: _____

Desert Sunset Memorial Service

Please read this waiver carefully before participating. By signing below, you acknowledge that you have read, understood, and voluntarily agree to be bound by all terms of this agreement.

1. ACKNOWLEDGMENT OF VOLUNTARY PARTICIPATION

I, the undersigned participant, acknowledge that I am voluntarily choosing to participate in the Desert Sunset Memorial Service provided by Splashing Paws, LLC in an outdoor desert environment in the State of Arizona.

I understand that participation is entirely optional and that I may decline or discontinue participation at any time.

Initials:

_____ *Participant initials confirming voluntary participation*

2. NATURE OF OUTDOOR DESERT ENVIRONMENT

I understand and acknowledge that this service takes place in a natural desert environment which may include, but is not limited to:

- Uneven, soft, or shifting sand terrain
- Natural desert wildlife (including snakes, scorpions, insects, and rodents)
- Rocks, holes, brush, and natural debris
- Low visibility conditions at sunset or dusk
- Environmental conditions such as heat, wind, or sudden temperature changes

I voluntarily accept and assume all risks associated with these natural conditions.

Initials:

_____ *Participant initials confirming awareness of desert environment risks*

3. ASSUMPTION OF RISK (PERSONAL INJURY)

I knowingly and voluntarily assume all risks of injury, illness, or harm that may occur during participation in this event, including but not limited to:

- Slips, trips, or falls
- Ankle sprains, fractures, or musculoskeletal injuries
- Dehydration, heat exhaustion, or heat-related illness
- Insect bites or environmental exposure
- Emotional distress related to grief or memorial participation

I understand that these risks exist even when reasonable safety precautions are taken.

Initials:

_____ *Participant initials confirming assumption of personal injury risk*

4. ANIMAL & PET SAFETY RESPONSIBILITY

If I bring a pet to this event, I understand and agree that:

- I am solely responsible for my pet's behavior, safety, and control at all times
- All pets must be properly leashed or secured unless otherwise directed by staff
- Splashing Paws, LLC is not responsible for injury, loss, or escape of any animal
- The natural environment may pose additional risks to animals, including wildlife encounters

Initials:

Participant initials confirming pet safety responsibility

5. RELEASE OF LIABILITY

To the fullest extent permitted by Arizona law, I hereby release, waive, and discharge Splashing Paws, LLC, its owners, employees, contractors, volunteers, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to my participation in this event.

This includes, but is not limited to:

- Personal injury or property damage
- Injury to pets or animals
- Environmental exposure or wildlife encounters
- Accidents occurring on or off the event site related to participation

Initials:

Participant initials confirming release of liability

6. EMERGENCY MEDICAL AUTHORIZATION

In the event of an emergency, I authorize Splashing Paws, LLC to:

- Contact emergency medical services (EMS) if necessary
- Provide reasonable assistance while awaiting emergency responders
- Share relevant location and safety information with responders

I understand that I am responsible for any medical costs incurred.

Initials:

Participant initials confirming emergency medical authorization

7. WEATHER & EVENT MODIFICATION CLAUSE

I understand that:

- This is an outdoor event subject to weather and environmental conditions
- Splashing Paws, LLC reserves the right to delay, modify, or cancel the event at any time for safety reasons
- Refund or rescheduling terms (if any) are determined by company policy

8. PHOTOGRAPHY & MEDIA CONSENT (OPTIONAL)

I consent to photos/videos being taken during the event and used for marketing purposes

I do NOT consent to photography or media use of myself

Initials:

Initials required for photo/media consent selection above

9. GRIEF & EMOTIONAL EXPERIENCE ACKNOWLEDGMENT

I understand that this is a memorial-based emotional experience and that:

- Grief responses vary and may be intense
- Emotional distress may occur during or after participation
- I am participating voluntarily and may step away at any time

I release Splashing Paws, LLC from liability related to emotional or psychological responses arising from participation.

Initials:

Participant initials confirming grief & emotional acknowledgment

10. ARIZONA LEGAL GOVERNING CLAUSE

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

If any portion of this agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

11. SEVERABILITY & ENFORCEABILITY

The parties agree that this waiver is intended to be as broad and inclusive as permitted under Arizona law, including Arizona Revised Statutes governing liability waivers and assumption of risk for recreational and event-based activities.

12. ACKNOWLEDGMENT OF UNDERSTANDING

I confirm that:

- I have read and fully understand this waiver
- I understand I am giving up certain legal rights by signing it
- I am signing voluntarily and without coercion
- I am legally competent to sign this agreement

13. SIGNATURE

Participant Signature

Printed Name

Date

Address

Phone / Email