

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In exchange for, and as a condition to, the right to participate in the Activity (as hereinafter defined), the undersigned (“Participant”) agrees for the benefit of BENNETT HOLDINGS and INVESTMENTS, LLC, MOUNTAIN VALLEY VETERINARY SERVICES, LLC, MOUNTAIN VALLEY VETERINARY SERVICES – HARLOWTON, LLC, BENJAMIN BENNETT, DVM, and KATLYN BENNETT, DVM, of P.O. Box 98, Wilsall, MT 59086 (collectively, “Bennett”) as follows:

1. Participant acknowledges that working for Bennett as a student veterinary extern/volunteer (the “Activity”) involves inherent risks, including without limitation risks related to animal interactions, transportation, and activities on property. Participant acknowledges that these risks can result in physical injury, emotional injury, or death, and Participant assumes all risks related to or arising from the Activity.

2. Participant irrevocably waives, discharges, acquits and releases, to the fullest extent allowed by law, for himself/herself and his/her agents, employees, invitees, licensees, guests, or other patrons, together with their executors, administrators, assignees, heirs or any other persons that may make claims through Participant (collectively, “Releasers”), any and all present and future rights, claims, actions or causes of action, known or unknown, which any Releaser has or may have in the future against Bennett, together with their agents, executors, administrators, assignees, heirs or any other successors, with respect to all injuries (including death), illness or damage to person or property suffered by Participant and/or Participant’s property which arise out of the Activity.

3. Participant agrees to indemnify, hold harmless, and defend Bennett, together with their agents, executors, administrators, assignees, heirs or any other successors, (collectively, the “Indemnified Persons”) from and with respect to, and reimburse each Indemnified Person for, all loss, cost, liability, damage, fine, judgment, fee and expense (including reasonable attorney fees) arising out of, relating to or resulting in connection with Participant’s participation in the Activity, even if caused by an Indemnified Person’s negligence.

4. This Agreement will be governed by and construed in accordance with the laws of the State of Montana, without regard to choice of law principles. In the event that any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, which will remain in full force and effect. Any provisions held to be invalid, illegal or unenforceable will be deemed replaced with legal, valid and enforceable provisions which come as close as practicable to the original intent expressed in this Agreement.

5. By signing this Agreement, Participant is waiving its legal right to a jury trial to hold Bennett or any other Indemnified Person legally responsible for any injuries or damages resulting from risks inherent in the Activity to be engaged in by Participant or for any injuries or damages Participant may suffer due to Bennett’s or any other Indemnified Person’s ordinary negligence that are the result of the failure of Bennett or any other Indemnified Person’s to exercise reasonable care.

DATED this __ day of _____, 202__

PARTICIPANT Name: _____

PARTICIPANT Address: _____

PARTICIPANT Signature: _____