



ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AND PHOTOGRAPH RELEASE

Event: Pups at the Pitch – September 13, 2026

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Furthermore, interactions with animals, including household pets, other attendees dogs, and third-party rescue or adoptable shelter animals - also carries inherent, unpredictable risks that cannot be eliminated regardless of the care taken to avoid injuries from bites, scratches, tripping, and disease transmission. Xavier University through its Department of Athletics ("Athletics") at its soccer facilities/Corcoran Field ("Corcoran Field"), provides for game-day activities, such as including "Pups at the Pitch" (the "Activity")

I understand that my and my dog's participation involves unpredictable stimuli, close proximity to unfamiliar animals and crowds, and physical exertion on grass, turf, or stadium concourses. Specific risks range from:

1. Minor injuries: Such as scratches, bruises, bites, sprains, tripping hazards, or minor allergic reactions;
2. Major injuries: Such as broken/fractured bones, eye injury or loss of sight, joint or back injuries, severe animal attack wounds, heart attacks, concussions, etc.; and
3. Catastrophic injuries: Including permanent disability, paralysis or death (to human or pet).

Pet eligibility, Health & Conduct Representation

I certify that:

- My dog is at least six (6) months of age, fully vaccinated (including Rabies, DHPP, and Bordetella), licensed, and in good physical health.
- My dog is well-socialized, non-aggressive, and accustomed to loud noises and large crowds.
- I will keep my dog on a standard, non-retractable leash (maximum 6 feet) at all times and under my direct physical control.
- I will immediately clean up after my dog and dispose of waste in designated receptacles.
- I acknowledge that Xavier Athletics staff reserves the right to require the immediate removal of any dog showing signs of aggression, excessive distress, or disruptive behavior.
- I understand that Xavier University does not own, train, or evaluate the temperament of adoptable shelter animals or other attendees' pets and makes no warranties regarding their behavior.

Emergency Medical Care: I recognize that occasionally an individual participating in Activities may face a health emergency requiring local hospitalization or emergency treatment. As a result, I authorize Xavier University, through its representatives, to secure emergency medical care, hospitalization, surgical treatment, or dental treatment for me during my participation in Activities. However, I understand that Xavier University is under no duty to secure such care or assist me in any other way in the event of such a health emergency. I further understand that Xavier University is in no way responsible for any cost or other damages arising from my participation in this Activity, or resulting from any assistance provided or not provided under this paragraph. This authorization applies solely to human medical care; Xavier University does not provide veterinary medical services.

Xavier University
Department of Athletics
3800 Victory Parkway
Cincinnati, Ohio 45207-0000
Phone 513-745-0000
Fax 513-745-0000



Emergency Contact Information: In the event of a health emergency, I authorize Xavier University, through its representatives, to contact the person(s) designated below.

Name: _____

Relationship: _____

Phone Number: _____

Waiver of Liability and Indemnification: I accept full legal and financial responsibility for the behavior and actions on my dog. In consideration of Athletics permission for me, my pet or my minor child(ren) to participate in Activities, I do hereby, for myself, my pet, my heirs, personal representatives or assigns release, waive, discharge, and agree not to sue Xavier University and its trustees, officers, employees, and agents ("Releasees") from any and all liability for any harm, injury, damage, claims, demands of any kind, actions, causes of action, costs and expenses that I, my pet or my minor child(ren) may have or that hereafter may accrue to me or my minor child(ren), arising out of any loss, damage, or injury, including death, that may be sustained by me, my pet, or my minor child(ren), or any loss or damage to any property belonging to me, my pet or my minor child(ren), whether caused by the negligence, misfeasance, or nonfeasance of Releasees or otherwise while in or upon premises or equipment of Corcoran engaged in any activity or program offered by Athletics.

I also agree to **INDEMNIFY AND HOLD Releasees HARMLESS** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, that result from my, my pet's or my minor child(ren)'s participation in or involvement with any Activities at Corcoran and to reimburse Releasees for any incurred expenses.

Informed Consent Waiver and Release: I further agree to comply with the stated and customary terms and conditions of participation and agree that if any unusual or significant hazard is observed, I will immediately stop my, my pet's or my child(ren)'s activity and bring such matter to the attention of the nearest official.

I understand, and appreciate that the Activities carry certain inherent risks, and I hereby assert that my, my pet's and my child(ren)'s participation is voluntary and that I knowingly assume all such risks

Photograph/Media Consent and Release. I hereby grant to Xavier the irrevocable, assignable, worldwide right and license to use, re-use, alter, sell, distribute, publish, re-publish, license, and assign my likeness, alone or together with other images, videos, my name, or other text (collectively, "Image"), for any and all purposes, in any manner and in any medium now known or later developed, whether or not the University could use my Images without this Agreement. This Agreement governs all Images of me, whether created before or after the date of my participation in Activities, unless I notify the University in writing that I desire to exclude specific Images from this Agreement. I hereby waive any right to inspect or approve the finished product or anything that may be used in connection with my Image and any right that I may have to control the use to which said product or Image may be applied. I also waive any right to royalties or compensation arising out of or related to the use of my Image. I hereby release Xavier University from all claims and liability relating to the licenses I have granted in this section of the Agreement. This Agreement does not obligate Xavier University to use or publish my Image or use the rights I have granted.

If I do not wish to grant Xavier the rights and licenses contemplated by this Section, I understand that I must inform Xavier in writing prior to my participating in the Activity and my participation in the Activity may be revoked given the public nature of the event.

Acknowledgment of Understanding: I acknowledge that I have read the instructions for completing this Agreement.

- I agree to follow all facility instructions and immediately report any aggressive animal behavior or hazard to venue officials.
- I grant Xavier University the irrevocable right to use my likeness, and the likeness of my pet or minor child(ren), in photographs, videos, or other media captured during the Activity for university promotional purposes without compensation.
- I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so.
- I also acknowledge that I have had all my questions answered to my satisfaction regarding this Activity and this Agreement.
- I am signing this Agreement knowingly and voluntarily, and intend for it to be a complete and unconditional release of liability to the greatest extent allowed by law.

Participant: _____

Date: _____

(over the age of 18)

Dog Name & Breed: _____

Participant/Legal Guardian printed name: _____

(over the age of 18)

Additional Minor Participant(s): _____
[Print Name(s)] _____