

## **VETERINARY RELEASE, ASSUMPTION OF RISK AND CONFIDENTIALITY AGREEMENT**

In consideration of my observing, assisting, performing and/or participating in any manner whatsoever in any veterinary services, procedures or other related activities (“Veterinary Activities”) conducted, supervised, allowed or performed by Mobile Veterinarian Services, LLC or any of its veterinarians, assistants, parent, sister, subsidiary or related entities and its directors, officers, owners, members, employees, agents, servants, and any affiliates or representatives thereof (“Mobile Vet”), I, on behalf of myself, my representatives, assigns, heirs, spouse, children and agents hereby agree as follows:

1. **RELEASE**. I hereby release and forever discharge Mobile Vet from any and all liability, claims, demands, actions or rights of action, which are in any way related to my participation in any Veterinary Activities. The release contained herein also includes, without limitation, the release of any landowner or leasee upon whose property Veterinary Activities are conducted.
2. **CERTIFICATION**. I hereby certify that I have no physical or mental condition(s) and that I am not and will not become under the influence of any medications, drugs or alcohol which may in any way impair my ability to safely engage in Veterinary Activities.
3. **ACKNOWLEDGEMENT**. I understand, acknowledge and agree that no medical insurance benefits will be provided to me by Mobile Vet.
4. **RISKS**. I understand and acknowledge that Veterinary Activities involve certain known and unknown risks which could result in injury, death, illness, disease or other damage to me, Mobile Vet, or to third parties. Among these risks are: (1) the nature of the Veterinary Activities; (2) the acts, omissions or negligence of me, Mobile Vet or others; (3) latent or apparent defects or conditions in the equipment, tack or the property supplied by me, Mobile Vet or others; (4) my physical condition; (5) the general unpredictability of equine, livestock or other animals and their propensity to behave in ways that may result in injury, harm or death to persons around them; and (6) the unpredictability of equine, livestock or other animals’ reaction to such things as sounds, sudden movement, unfamiliar objects, veterinary procedures or treatments, persons or other animals. I understand and acknowledge that the above list is not complete or exhaustive, and that Veterinarian Activities may involve other risks, known or unknown, anticipated or unanticipated.
5. **ASSUMPTION OF RISK**. Being aware that Veterinarian Activities involve substantial risks, I expressly and knowingly agree to accept and assume all responsibility and risk for any injury, death, illness, disease or other damage to me or to my property arising from my participation in Veterinarian Activities.
6. **CONFIDENTIALITY**. I understand and agree that Mobile Vet’s business connections, clients, client lists, referral sources, records, treatment and care of equine, livestock or other animals, veterinary techniques, procedures, operations, trade secret and other aspects of its business (collectively, “Confidential Information”) are established at great expense and

provide Mobile Vet with a substantial competitive advantage in conducting its business. By virtue of my participation in Veterinary Activities, I will have access to Confidential Information. Therefore, I agree that I will not use Confidential Information to my benefit or disclose any Confidential Information to any third parties without the express written permission of Mobile Vet or as otherwise required by law.

7. ENTIRE AGREEMENT. I understand that this is the entire agreement between the parties and it cannot be modified, except by a writing signed by all parties.

8. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the state of Colorado. In the event there is any action to enforce this Agreement or to seek legal remedies thereunder, I agree to the exclusive jurisdiction and venue of the County or District Court for the County of Jefferson, Colorado. The prevailing party in any such action shall be entitled to recover all costs, expenses and attorney fees incurred therein. I HEREBY KNOWINGLY WAIVE ANY RIGHT I MAY HAVE TO A JURY TRIAL.

9. ENFORCEABILITY. The invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the enforceability or validity of the remainder.

IN WITNESS WHEREOF, I have executed this Agreement effective as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Participant's Name (print)