

ALL Non-Members participating in NAVHDA Events are Required to Sign a Release and Express Assumption of Risk Agreement

This year, for the first time in many years, liability insurance coverage for U.S. Chapters has been placed with a different insurance company, Philadelphia Insurance Company. As part of our insurance contract with Philadelphia, we are now required to secure a signed release and express assumption of risk agreement (the “release agreement”) from anyone who will be participating at one of our events in the U.S. that is not a member of the NAVHDA parent organization, also known as NAVHDA International. Canadian Chapters secure their own insurance independently and are encouraged to check with their carriers regarding the need for release agreements. The following Q&A provides information on how we will utilize this release agreement in our organization.

Q&A

Why do we need this release agreement and what is its purpose?

It is now a requirement of our insurance coverage to comply with this so as not to jeopardize our coverage.

Who has to sign the release agreement?

This release agreement must be signed by anyone who is not a member of NAVHDA International as defined below, and who intends to participate in ANY NAVHDA-sanctioned event, including but not limited to all tests, handler clinics, and training days. **In addition, if the participant is a minor, the release agreement must be signed by a parent or other legal guardian.**

Who is a member and who is a non-member?

An individual is considered a NAVHDA member if they have a NAVHDA member number and if their dues are paid in full for the year in which the event in question is occurring. This would include “life members” since they have a member number and their dues are paid in perpetuity. Some Chapters allow spouses and/or family members to be considered Chapter members without joining NAVHDA International; these individuals are considered non-members of NAVHDA International and must therefore sign the release agreement prior to actively participating in any NAVHDA International or Chapter events.

A nonmember is defined as

Anyone who wishes to participate at a NAVHDA event, but who is not a member of NAVHDA International, and/or individuals who are former NAVHDA International members but whose dues are not paid in full, and/or is someone who intends to join NAVHDA International but does not yet have a member number or dues paid in full.

Under what circumstances is the release agreement required?

A release agreement is required when a non-member wishes to **actively** participate in a NAVHDA event. Practically speaking, this means anytime a non-member intends to:

- handle a dog in one of our training sessions
- follow a handler out in the field during a hunt test or training session
- volunteer to help at any NAVHDA sanctioned event

When is a release agreement NOT required?

A signed release agreement is not required for any non-member who is merely there to watch an event from a distance or stops by to have lunch, etc., but does not otherwise actively participate in any event or activities.

Is the release agreement signed yearly, or for each event?

A release agreement should be obtained each time a non-member wishes to participate in any NAVHDA sanctioned event. It is the only way to ensure that we have a release agreement for that particular activity.

How do we access the release agreement?

The release agreement form is available on the NAVHDA webpage under Forms Express.

Who secures and retains the release agreement and for how long does it need to be retained?

The release agreement should be secured and retained by NAVHDA International for International events and by the local Chapter for Chapter events. The release agreement should be maintained for a minimum of one year after the expiration of the longest applicable statute of limitation for tort actions in the relevant jurisdiction. Any release agreement pertaining to a minor should be maintained for the period of the applicable statute of limitations after the minor reaches the age of majority.

Who is responsible for ensuring release agreements are signed prior to an event?

The hosting Chapter's secretary or his/her designee is responsible for securing the signed release agreement from the appropriate people before and during a NAVHDA event. During their opening remarks, the Senior Judge is encouraged to inform all non-members that they must complete the release agreement, if they have not already done so.

Who can "witness" the signature of the release agreement?

Any member of NAVHDA International that is at least 21 years old and who has read and understands the release agreement may witness the signature for a non-member.

Can non-members shoot firearms at NAVHDA events?

Non-members are prohibited from shooting live ammunition during tests, during regular NAVHDA training days/clinics, or during handlers clinics, even if they've signed the release agreement.

What about Youth Hunts and other Youth Activities?

For NAVHDA-sanctioned youth hunts or other youth activities whose purpose is, in part, to expose non-member youth participants to NAVHDA and the hunting experience, non-member youth participants may shoot live ammunition IF AND ONLY IF 1) the participant has signed the release agreement and has the co-signature of a parent or guardian, 2) the youth event is focused primarily on both basic gun safety and safety issues related to hunting over dogs, 3) all activities of both the participant and NAVHDA are in accord with applicable state and local firearm laws and game regulations, and 4) that participant is under the direct supervision of a NAVHDA member.