

LIABILITY WAIVER

WARNING OF RISK

By signing this document, either physically, digitally, or verbally on the premises, or by participating in this activity, you understand and agree that you do so at your own risk (and the risk of your dog). You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity.

Despite proper preparation and instruction, you understand that there is still a risk of serious injury, including death or injury to the dog, its owner/handler, or other persons or animals. Unfortunately, not all hazards and dangers associated with dog activities can be foreseen. Sometimes even the best trained dogs will act instinctively and unpredictably.

Certain inherent risks include:

- The propensity of any dog to behave in dangerous ways that may result in injury to you, another person, or animal;
- The inexperience, negligence, or irresponsibility of a dog owner;
- The inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals;
- Actions by the dog due to fright, anger, stress, insect bites, or natural reactions such as jumping, pulling, resisting and biting;
- Dog fights where, should you attempt to break up the fight or restrain a dog, including but not limited to your dog, you may be severely mauled and/or attacked by your dog or other dogs;
- Environmental and traffic conditions;
- Acts of God;
- Inclement weather;
- Slips and falls;
- Premises defects;
- Equipment failure;
- Failure in instruction/supervision;
- Theft or unlawful capture;
- Escape over and under fences;
- Wildlife that may enter the park including squirrels, possums, birds, etc., that may carry disease, be consumed by your dog, or injure your dog;
- Vegetation and standing water that may be unhealthy or poisonous if consumed; and
- All other circumstances inherent to dogs and/or outdoor activities.

WAIVER AND RELEASE

IN CONSIDERATION FOR PERMISSION TO USE THE YARD BAR DOG PARK, YOU AGREE TO ASSUME THE ABOVE RISKS, AND ALL OTHER RISKS AND LEGAL LIABILITY, AND WAIVE AND RELEASE ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU OR YOUR DOG MAY SUSTAIN AS A RESULT OF PARTICIPATING IN ANY AND ALL ACTIVITIES CONNECTED WITH AND ASSOCIATED WITH USE OF THE PARK. ACCEPTANCE OF THIS RELEASE AND ADHERENCE TO THE DOG PARK RULES ARE CONDITIONS OF USE OF THE PARK. BY USING THE YARD BAR DOG PARK, YOU FURTHER UNDERSTAND AND AGREE TO THE FOLLOWING:

- Yard Bar Dog Park requires that my dog is current on vaccinations including Rabies, DHLPP, and Bordetella vaccinations. I understand that Yard Bar Dog Park highly recommends the Leptospirosis vaccination for dogs. I acknowledge that vaccinations cover a limited number of disease strains and I release Yard Bar from any liability should my pet be exposed to any diseases while on the premises.
- My dog must be under my voice control at all times, and I must remain in the park with leash at hand and my dog in sight at all times.
- In order for Yard Bar to maintain a flea-free facility, all pets found to have fleas will be asked to leave the park.
- My dog is required to have a collar with name tag and applicable license tags. I understand that gentle leaders, harnesses, and prong collars, are not accepted as "collars".
- The Yard Bar Dog Park and playgroups are not directly supervised by Yard Bar staff and I knowingly accept any and all risks associated with the usage of the Yard Bar Dog Park, including fixtures and equipment, in an unsupervised and self-directed manner. I acknowledge that despite the efforts of Yard Bar to ensure owners have complied with the Dog Park Rules, dog behavior is unpredictable and may change at any time without warning, which could result in injury to a person or a dog.
- Yard Bar Dog Park is open to all breeds.
- Yard Bar is not responsible for any lost, damaged, or stolen personal items of any value left by me.
- Yard Bar reserves the right to refuse service at any time for any reason. I agree to pay any fees incurred as a result of damage done by my dog(s) to Yard Bar Dog Park or property.
- Yard Bar has clearly displayed their policies regarding Dog Park Rules and etiquette and I agree to those policies.
- **I HEREBY ACKNOWLEDGE AND AGREE THAT USE OF THE YARD BAR DOG PARK AND THE SURROUNDING AREA FOR DOG ACTIVITIES AND PARTICIPATING IN DOG ACTIVITIES ENTAILS CERTAIN RISKS OF DAMAGE, LOSS OR INJURY TO ANIMALS, PERSONS OR PROPERTY (INCLUDING TO ME, OTHER PERSONS, MY DOG AND OTHER DOGS OR ANIMALS), AND I VOLUNTARILY AGREE TO ASSUME THE FULL RISK OF AND RESPONSIBILITY FOR ANY INJURIES, DAMAGES, LOSS, LIABILITY, COSTS AND EXPENSES, REGARDLESS OF SEVERITY, EXTENT OR AMOUNT, THAT (A) I, MY DOG OR ANY OTHER PERSON ACCOMPANYING ME MIGHT SUSTAIN OR INCUR AS A RESULT OF MY PRESENCE IN THE YARD BAR DOG PARK AND SURROUNDING AREA OR (B) ANY OTHER PERSON OR ANIMAL MIGHT SUSTAIN AS A RESULT OF MY OR MY DOG'S ACTIONS OR CONDUCT IN CONNECTION WITH MY PRESENCE IN THE YARD BAR DOG PARK AND SURROUNDING AREA.**
- **I HEREBY AGREE TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE YARD BAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES, INJURY, LOSS, LIABILITY OR EXPENSES THAT I MAY NOW HAVE OR WHICH MAY ACCRUE HEREAFTER TO ME OR ANY OTHER PERSON CLAIMING THROUGH MY OR ON MY BEHALF AND ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH USE OF THE YARD BAR DOG PARK AND SURROUNDING AREA, INCLUDING DEATH, SICKNESS, INJURY, AND DISEASE TO ANY PERSON OR DOG, OR DESTRUCTION TO PROPERTY, REAL OR PERSONAL, ARISING FROM MY USE OF THE YARD BAR DOG PARK, INCLUDING BUT NOT LIMITED TO, ANY INJURY INFLICTED UPON OTHER PEOPLE OR DOGS BY MY DOG(S), OR ANY INJURY TO MY DOG(S), INCLUDING WITHOUT LIMITATION, INJURIES, ILLNESS, GROOMING, ESCAPE, OR DEATH, AND THAT I AM RESPONSIBLE FOR ALL COSTS AND FEES RELATED TO THE SAME.**
- **I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND YARD BAR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, CAUSE OF ACTIONS AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEY FEES) RESULTING DIRECTLY OR INDIRECTLY FROM MY USE OF THE YARD BAR DOG PARK AND SURROUNDING AREA, INCLUDING WITHOUT LIMITATION ANY LOSSES, CLAIMS, DAMAGES, LIABILITIES, CAUSE OF ACTIONS AND EXPENSES ON ACCOUNT OF PERSONAL INJURY TO OR DEATH OF ANY PERSON OR ANIMAL, OR DAMAGES TO PROPERTY OF ANY PERSON OR ENTITY.**