

Acceptance of Risk and Release of Liability Form

Acceptance of the terms and conditions of this Acceptance of Risk and Release of Liability Form and adherence to Happy Hounds Playground Dog Park Rules are conditions of membership approval, retention, and renewal for Happy Hounds Playground, LLC (“Happy Hounds Playground”). Happy Hounds Playground may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by Happy Hounds Playground. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of Happy Hounds Playground to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) Happy Hounds Playground does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, high speed traffic on nearby streets, dog fights, dog bites, theft, drowning in water features, disappearance or unlawful capture of dogs, being knocked down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an owner or employee of Happy Hounds Playground, and (6) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges.

I further acknowledge that I (1) have carefully read this release of liability and understand it fully; (2) agree with, and accept its terms and conditions; (3) have received a copy of Happy Hounds Playground Dog Park Rules for dog park usage and agree to abide by such rules and to inform others I bring into the dog park, including supervised children age 12 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; (4) agree to immediately report any unsafe property conditions to Happy Hounds Playground and (5) am not aware of any instance in which the dog I am requesting a visit or membership for has shown aggressive fighting or biting behavior towards other animals and/or people.

I accept and acknowledge personal responsibility and liability for any injury or damage caused as a result of the wrongful or aggressive behavior of my dog, whether the loss occurs as a result of biting, jumping, scratching, digging, charging or any other behavior. I further assume all risks associated with using Happy Hounds Playground, including its fixtures and equipment, including

without limitation the risk of injury to me, any individual (including supervised children age 12 or older) accompanying me and/or accompanying my dog(s), and to my dog(s).

In consideration of Happy Hounds Playground permitting me to use the dog park, I hereby fully and forever release and discharge Happy Hounds Playground, its owners, employees and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use or intended use of said dog park and off-leash area premises by me, any spouse, relative, or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge Happy Hounds Playground, its owners, employees, and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release.

I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend Happy Hounds Playground, its owners, employees, and agents ("Indemnified Persons") from and against any and all claims (including bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Persons, to the extent it results or arises from use of the Happy Hounds Playground by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this Acceptance of Risk and Release of Liability or breach of the Happy Hounds Playground Dog Park Rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this Acceptance of Risk and Release of Liability, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I hereby acknowledge that I have carefully read this Acceptance of Risk and Release of Liability, and fully understand, agree with, and accept the terms and conditions that have been outlined above. Further, I acknowledge that I have received and reviewed a copy of the Happy Hounds Playground Dog Park Rules for use of the dog park and agree to abide by said rules as set forth.

Signature _____

Date: _____

Print Name _____

