

WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters and users of equipment provided by THE ZOOMIES ZONE, LLC (For purposes of this Waiver and Release, the term “THE ZOOMIES ZONE, LLC” includes all principals, directors, officers, employees, agents, representatives, assigns, successors, insurers and subsidiaries of THE ZOOMIE ZONE, LLC). The undersigned agrees that he/she is also signing this Release on behalf of their heirs, successors and representatives, regarding any use of the equipment by themselves and/or their dog(s).

I. ACKNOWLEDGEMENT OF RISKS – The undersigned acknowledges all risks of participating in use of the equipment.

II. EXPRESS ASSUMPTION OF RISK – The undersigned agrees that he/she is renting and using the equipment provided by THE ZOOMIES ZONE, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental or use of the rental equipment, The undersigned assumes full responsibility for all risks of personal injury, damage, loss, accident or illness; as well as any resultant expenses from all risks undertaken, regardless of the cause, even if the risks arise out of the negligence or fault of THE ZOOMIES ZONE, LLC.

III. WAIVER/RELEASE OF LIABILITY – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless THE ZOOMIES ZONE, LLC from any and all liability of any nature for any and all injury, damage, loss, accident or illness sustained by the undersigned as a result of any and all activities related to the rental or use of equipment provided by THE ZOOMIES ZONE, LLC regardless of the cause. The undersigned assumes full responsibility and agrees that THE ZOOMIES ZONE, LLC shall not be responsible or liable for any injuries, damages, loss or theft of personal property EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE ZOOMIES ZONE, LLC, whether such negligence is present at the signing of this Release or takes place in the future.

Further, in consideration for rental and use of equipment from THE ZOOMIES ZONE, LLC, I release from all liability and promise not to sue THE ZOOMIES ZONE, LLC from any and all claims as stated that may occur as a result of my participation, rental, and use of equipment from THE ZOOMIES ZONE, LLC.

IV. USE OF DIGITAL IMAGES AND DIGITAL MEDIA – I hereby grant THE ZOMMIES ZONE, LLC permission to photograph, record, and/or use images or videos of my dog taken during their time at THE ZOOMIES ZONE, LLC for any lawful promotional purposes, including, but not limited to, use in social media, website content, and marketing materials. I understand that these images and videos may be used without further notice, compensation, or approval, and I waive any right to inspect or approve the finished product in which my dog’s likeness appears.

V. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to read and review the Waiver and Release, as well as to ask any questions associated with said Release to understand the provisions as stated. The undersigned also has been instructed by THE ZOOMIES ZONE, LLC of all requirements and policies for rental and use of equipment. The undersigned signed this Release as his/her own free act. The undersigned warrants that he/she is has chosen to rent or use equipment from THE ZOOMIES ZONE, LLC with the knowledge that signing this Release is a requirement for rental and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against THE ZOOMIES ZONE, LLC for its negligence.

I am 18 years or older. I understand the legal consequences of signing this document. I understand that this document is written to be as broad and inclusive. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I agree that any legal proceeding concerning this Waiver and Release Agreement, or the rental and use of equipment from THE ZOOMIES ZONE, LLC shall be within the venue and jurisdiction of the Wells Circuit Court in Wells County, Indiana. I have read this document, and by submitting this form in person, mail, or electronically, I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

USER 1 [SIGN]

USER 1 [PRINT]

DATE

USER 2 [SIGN]

USER 2 [PRINT]

DATE