

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the MV Bark Park (the "Bark Park"). I understand that the act of unleashing my dog(s) and being physically present inside the Dog Park necessarily involves risks of injury to me, other people, my dog(s), and other dogs, which risks are entirely my responsibility. I expressly assume all these risks. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and I agree to assume the risk of injury to me, any individual accompanying me in the Dog Park, my dog(s), and I may be responsible for injury or damage to other persons, dogs, and the City of Mt. Vernon and Mt. Vernon-Black Township Parks and Rec.

I agree to FOREVER RELEASE, INDEMNIFY AND HOLD THE CITY OF MT. VERNON, THE MT. VERNON-BLACK TOWNSHIP PARKS AND REC, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES HARMLESS from any and all claims, demands, damages, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said Bark Park premises, facilities or equipment, whether such claims are for loss, injury or death that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians and/or their dog(s) while in or upon the grounds or near any entrance thereto, and I further agree to forever release, indemnify and hold the aforementioned parties harmless from any claim for loss of our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to our dog(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

I agree that my release, indemnification and holding harmless as provided herein also applies to any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the aforementioned parties. I understand that there may be a risk to myself, anyone accompanying me, and my dog(s), of injury or death from fierce, aggressive, vicious, and dangerous dogs, which may be present in the Dog Park.

I further understand and assume the risk that not all dogs present in the Bark Park have received the Rabies vaccine as required by law, and that not all dogs using the Bark Park have been vaccinated for Distemper and Parvo, all of which could result in injury to me and my dog(s). Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants and or water sources in the Bark Park may be poisonous to dogs; Park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose, or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, opossums, or stray dogs could be present in the Bark Park, all of which might injure or infect dog(s). I understand and expressly assume all additional risks.

It is my understanding that no agent, volunteer or employee of the Mt. Vernon-Black Township Parks and Rec or the City of Mt. Vernon will supervise the Bark Park at any time, and that any agent, volunteer or employee of said parties present at the Bark Park is not present for purposes of supervision, unless stated otherwise.

I further understand that neither the Mt. Vernon-Black Township Parks and Rec nor the City of Mt. Vernon assumes liability for loss, damage, or any kind of injury sustained by any human or dog while using the Bark Park. I therefore expressly assume all risks associated with using the Bark Park, as well as fixtures and equipment located therein, in an unsupervised manner. I agree to carefully inspect and satisfy myself that the facilities provided are safe for their intended use. Once having conducted the inspection, I agree to expressly assume all risks for myself, anyone accompanying me, my children and my dog(s) participating at these premises.

By my signature below, I state that I: 1) agree to the terms and conditions described herein and intend to be legally bound by them; 2) have read and fully understand the MV Bark Park Rules and Regulations (and will explain the same to attending children and guests); and 3) promise to comply fully with all of the conditions of Bark Park use. I understand that violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or Bark Park privileges.

I also agree to immediately report any unsafe property conditions to the Mt. Vernon-Black Township Parks and Rec at 812-838-3691, or at Department offices at the Hedges Community Center, located at 716 Locust Street, door 8. Office hours are Monday-Friday 8 a.m. - 5 p.m. I have carefully read this release of liability and understand and fully agree with its contents. I also have received a copy of rules for use of the Bark Park.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THE TERMS.

Signature / Date

I understand that allowing non-members dogs into the Park is grounds for loss of membership. I further understand that I will assume all liability from this action.

Signature / Date