

# **Dog Park Waiver And Hold Harmless Agreement**

Please read this form carefully and be aware that in consideration for permission to use this facility, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your dogs might sustain as a result of participating in any and all activities connected with and associated with use of this facility and surrounding area.

I understand that I am solely responsible for supervising my dogs and determining whether or not this is an appropriate activity for them. I further understand that I am participating in this activity at my own risk (and risk of my dogs). In consideration of receiving dog park privileges for myself and the dog(s) identified in this application, I hereby represent and warrant as follows: my dogs are licensed and are current with the required vaccinations. By submitting this application I represent and warrant that the information is true and accurate for the dogs identified in this application. I understand that providing false information or breaching any of the conditions or rules may result in revocation of dog park privileges.

I recognize and acknowledge that there are certain risks of physical injury to the dogs and their owners in participating in dog activities, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I might sustain as a result of participating in any and all activities connected with or associated with use of this facility and surrounding area. I understand that the dog park is self-directed and not supervised by any agent or employee of the Town of Middletown. I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised and self-directed manner. Accordingly I do hereby agree to waive, relinquish, release and forever discharge the Town of Middletown, including its officials, agents, volunteers and employees from any and all claims for injuries, damages or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this use of this facility and surrounding area. I further agree to indemnify and hold harmless and defend the Town of Middletown from and against any and all losses, claims, damages, liabilities, causes of actions and expenses (including attorney fees), on account of personal injuries or death to any person or dog, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from my use of this facility and surrounding area. I have received, read and fully understand the above important information, dog park rules, warning or risk and waiver and release of all claims.

Your Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_