

LIABILITY WAIVER

Acceptance of the terms & conditions of this release, and adherence to the established rules and regulations of Dog Park Mount Joy, Inc. are conditions of owning an entry swipe card. Swipe cards are *non-transferable between owners* and may be revoked for *non-compliance*.

I do hereby acknowledge and accept that I have voluntarily applied to participate and utilize, with my dog(s), Dog Park Mount Joy, located in Rapho Township, Pennsylvania. I fully understand and acknowledge that unleashing my dog and being physically present at the dog park area involves risks of injury to me, any individual accompanying me, other persons, my dog(s) and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, frolicking frenzies, and lack of proper training.

I further understand and assume that despite the efforts of Dog Park Mount Joy, Inc. to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated for rabies as may be required, which could result in injury to me or my dog. Additional risks include, but are not limited to: dog fights; dog bites; theft or unlawful capture; escape over and under the fences; through an open gate; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in the dog's coat, feet, eyes, nose, or ears; mosquitoes; spiders; ticks; chiggers; fleas and other insects; and wildlife typically found in and around the park, such as foxes; deer; raccoons; groundhogs; opossums; muskrats; field mice; turtles, etc ...

It is further my understanding that usage of the dog park is self-directed and shall not be directly supervised by an agent or employee of Dog Park Mount Joy, Inc. or Rapho Township. Additionally, I accept and acknowledge that I assume any and all risks associated with the usage of the dog park, including fixtures and equipment, in an unsupervised and self-directed manner.

By accepting the prescribed terms and conditions and signing this release, I do hereby agree to indemnify and hold harmless Rapho Township and Dog Park Mount Joy, Inc, its agents, officers, and employees and assigns from and against all loss, cost, damages, expense and liability resulting from my use of the dog park, including death, sickness, injury, and disease to any person or dog, or destruction to property, real or personal, arising directly from my use of the dog park. I do hereby acknowledge that I have carefully read this release of liability, and fully understand, agree with, and accept the terms and conditions that have been outlined above and in the attached literature. Further, I acknowledge that I have received and reviewed a copy of the Dog Park Rules & Regulations for the dog park's use, and agree to abide by said rules as set forth.

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, running, scratching, digging, charging or any other behavior. I have supplied my insurance information as part of the application.

I do hereby waive any and all rights that I may have to institute legal proceedings to recover cost of any kind. I have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I hereby do certify that I am over the age of 21 years, sober and of sound mind. I have received and reviewed a copy of the Dog Park Rules & Regulations for the dog park's use, and agree to abide by these rules as listed. Further, I understand that all fees paid are non-refundable and that my access swipe card may be revoked by Dog Park Mount Joy, Inc. for misuse of the park; failure to abide by the stated rules and regulations, or repeated aggression on the part of any one of the dogs under my direct ownership or supervision.

Print Name: _____

Signature: _____

Date: _____

Witness: _____