

INDY DOWNTOWN DOGGIE DOG PARK LIABILITY WAIVER AND RELEASE FOR MEMBERS & GUESTS

Important Information

Indy Downtown Doggie (“Downtown Doggie”) is committed to providing programs and activities in a safe manner. We hold the safety of Downtown Doggie members, their guest(s) and dog(s) in high regard. Downtown Doggie continually strives to reduce risk and **insists that all members and their guest(s) follow the Indy Downtown Doggie Dog Park Rules** and instructions that are designed to protect them. Acceptance of this Waiver and Release and adherence to the Indy Downtown Doggie Dog Park Rules are conditions precedent of membership. Memberships are non-transferrable and may be revoked for non-compliance. Persons who choose to become members of Downtown Doggie must **understand there are inherent risks of injury and damage associated with off-leash dog parks.**

You are solely responsible for supervising your dog(s) and determining if your dog(s) is appropriate for an off-leash experience that may include many other dogs and people. **We do not allow dogs with dangerous propensities**, for example, biting or aggressive dogs, whether they are aggressive to people or other dogs. Downtown Doggie reserves the right to determine if a dog is aggressive.

This Waiver and Release refers to “your dog”, “my dog” or “the owner of the dog” and these terms include you whether or not you are not the legal owner of the dog. You are the person responsible for the dog while using this Park.

Warning of Risk

Indy Downtown Doggie Dog Park is intended to be used as an outlet for dogs and their owners to get exercise, develop a strong bond, and have a place for members to work with their dog(s) on basic training and obedience if they choose. **Despite all warnings, rules and precautions, certain dangers still exist.** It is virtually impossible to predict all possible situations that could occur in an off-leash dog park. **Risks include:** the propensity of any dog to behave in dangerous ways that may result in injury to you, another person, your dog or another dog. Other risks include, but are not limited to, the inexperience, negligence or irresponsibility of a dog owner/handler; the inability to predict a dog’s reaction to movement, sounds, objects, persons, or other animals; and actions by the dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting. **Other risks include:** the hazards associated with environmental and traffic conditions, acts of God, inclement weather, slips and falls, premises’ defects, equipment failure, failure in supervision, and all other circumstances inherent to dog and/or outdoor activities. **Children are especially prone to injuries or death** from such things as bites or attacks since they sometimes demonstrate behaviors that may seem threatening or prey-like to dogs. In this regard, **it must be recognized** that it is impossible for Downtown Doggie to guarantee the safety of members, their guest(s) and dog(s). **I acknowledge that this park is not directly supervised** by any agent of Downtown Doggie, and that neither Downtown Doggie nor the City of Indianapolis carries insurance to cover my, my guest(s) and dog(s) uses of this Park. **Each person who uses the Park does so at his or her own risk and assumes the danger of using the Park.**

Waiver and Release of All Claims and Assumption of Risk

Please read this agreement carefully and be aware that in consideration for membership, you will be **expressly assuming the risk and legal liability of injury, death, damages or loss** which you, your children, guest(s) and your dog(s) might sustain, as well as injury and damage to you and your guest(s) property as a result of your use of the Park, and that you will be assuming legal liability to others for any injury, death, or damage to their property they suffer as a result of you, your guest(s) and dog(s) use of the Park. Also **be aware** that you are **releasing Indy Downtown Doggie from all liability and claims** for injury, death, loss or damage to property and all other damage you, your children, guest(s) and dog(s) might incur as a result of becoming a member of,

and using, Downtown Doggie Dog Park, and that **you are waiving any right to make or assert any claim against Indy Downtown Doggie** for injury, death, loss or damage to you, your children, guest(s) and dog(s) as a result of you, your guest(s) and dog(s) use of the Park.

Agreement to Waiver and Release of All Claims and Assumption of Risk

In consideration for Indy Downtown Doggie allowing me to become a member of, and to use, Downtown Doggie Dog Park, I agree, on behalf of myself, and, as a parent and legal guardian of my minor children, on behalf of my minor children, as follows:

I recognize and acknowledge that there are risks to myself, my guest(s), children, and dog(s) of injury, death and other damage as a result of use of the Park. On behalf of myself, and as a parent and guardian of my minor children, on behalf of my minor children, and on behalf of my guest(s), **I voluntarily agree to assume the full risk of any and all such injuries, death, and damages**, regardless of how serious, that I, my minor children, guest(s) and dog(s) may sustain while using the Park. **I further agree to waive and relinquish all claims for such injury, death, or damage** that I, my minor children or guest(s) may have now, and at any time in the future against Indy Downtown Doggie, its employees, board members, volunteers, financial supporters, officers, representatives, assigns, agents, divisions, affiliates, attorneys, and all others who might be claimed to be liable on its behalf, as a result of using the Park.

On behalf of myself, and as a parent and guardian of my minor children, on behalf of my minor children and on behalf of my guest(s) I do hereby **fully release and forever discharge** Indy Downtown Doggie, its employees, board members, volunteers, financial supporters, officers, representatives, assigns, agents, divisions, affiliates, attorneys, and all others who might be claimed to be liable on its behalf, **from any and all liability, claims, demands, and causes of action for injuries or death** to myself, my minor children, guest(s) or dog(s), damage to property, and all other damages that I, my minor children, guest(s) or dog(s) may now have, whether known or unknown, and which may arise in the future, arising out of, connected with, or in any way associated with my participation in Indy Downtown Doggie Dog Park located at 925 E. Vermont St., Indianapolis, IN 46202. By signing below, **I acknowledge that I have read and fully understand** the above Important Information, Warning of Risk, Waiver of Liability, Release and the Indy Downtown Doggie Dog Park Rules that are attached to this Waiver and Release, incorporated herein, and made a part hereof. I further agree that if I register for membership online or via fax, my online or facsimile signature shall substitute for and have the same legal effect as my signature on an original form.

Signature Date

By signing below, I acknowledge that I have read and agreed to the rules and regulations of the Indy Downtown Doggie Dog Park Rules.

Signature Date

Permission of Indy Downtown Doggie to Photograph

I do hereby **give authority and permission** to Indy Downtown Doggie to copyright, use and/or publish, without limitation or restriction, photographs of me, my minor children, or my dog(s) that may be taken while on Indy Downtown Doggie property. These photographs will be used for promotion or advertising, and I **hereby relinquish any right** that I may have to examine or approve said photographs.

Signature Date