



City of Overland Woodson Road Dog Park Risk and Release of Liability Waiver

Acceptance of the terms and conditions of this release and adherence to Dog Park rules are conditions of membership approval, retention, and renewal for the City of Overland Woodson Road Dog Park, hereinafter referred to as the dog park. The City of Overland hereinafter referred to as the City, may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by the City. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of the City to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) the City does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the City, and (6) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges.

I further acknowledge that I (1) have carefully read this release of liability and understand it fully; and (2) agree with, and accept its terms and conditions; and (3) have received a copy of the rules for dog park usage and agree to abide by these rules and to inform others I bring into the dog park, including supervised children age 12 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; and (4) agree to immediately report any unsafe property conditions to the City and (5) am not aware of any instance in which the dog I am requesting an annual membership for has shown aggressive fighting or biting behavior towards other animals and/or people and has not been classified as a "dangerous" and/or "aggressive" dog per City of Overland ordinances 215.280.

I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including supervised children age 12 or older) accompanying me and/or accompanying my dog(s), or to my dog(s).

In consideration of the City permitting me to use the dog park, I hereby fully and forever release and discharge the City and its elected officials, officers, employees, volunteers, and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of use or intended use of said dog park and off-leash area premises by me, any spouse or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge the City and its elected officials, officers, employees, volunteers and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release. I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, and agents (the Indemnified Persons) from and against any and all claims (including for bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Person, to the extent it results or arises from use of the dog park by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this release or dog park rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this release, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I have carefully read this release of liability and understand and fully agree with its contents. I agree to obey and enforce all rules of the dog park.

Signature of Dog Owner: _____ **Date:** _____

Dog Owner's Name (Print Only) : _____

First Name

Last Name