# Dog Park & Dog Park Plus

## WAIVER & RELEASE

You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity to participate in. You must understand that you and others who accompany you are participating in this activity at your and their own risk (and risk of your dog). Dogs and permit holders of varying degrees of skill, training and experience use this facility.

You are solely responsible for determining if you and/or your dog are physically fit and/or adequately skilled to use this facility. It is always advisable, especially if you or your dog is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician or veterinarian before undertaking any dog training or exercise activity.

When this Waiver & Release refers to "your dog" "my dog" or the "owner" of a dog, it includes you whether or not you are the legal owner of the dog, since you are the person responsible for the dog while using this facility.

### WARNING OF RISK

Dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to either the dog, its owner/handler or other persons or animals. Dogs are pack animals and when "off lead" even the best-trained dogs will act instinctively. Understandably, not all hazards and dangers associated with dog activities can be foreseen. Certain inherent risks include the propensity of any dog to behave in dangerous ways that may result in injury to you, another person or 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 sound, movements, 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, slip and falls, premises defects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to dog and/or outdoor activities.

Should you attempt to break up a dog fight or restrain a dog, including but not limited to your dog, you may be attacked and severely mauled by your dog or the other dog, or attacked by another dog's owner/handler. In this regard, it must be recognized that it is impossible for the Park District of Oak Park to guarantee absolute safety.

### WAIVER AND RELEASE OF ALL CLAIMS AND INDEMNIFICATION 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 dog 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 recognize and acknowledge that use of this facility and the surrounding area for dog activities and participating in dog activities entails certain risks of damage, loss or injury to animals, persons or property (including to me, other persons, my dog and other dogs or animals), and I voluntarily agree to assume the full risk of and responsibility for any injuries, damages, loss, liability, costs and expenses, regardless of severity, extent or amount, that (a) I, my dog or any other person accompanying me might sustain or incur as a result of my presence in this facility and surrounding area or my participating in any and all activities connected with or associated with use of this facility and surrounding area or (b) any other person or animal might sustain as a result of my or my dog's actions or conduct in connection with or arising out of my presence in this facility and surrounding area or my participating in any and all activities connected with or associated with use of this facility and surrounding area.

I do hereby agree to waive, relinquish, release and forever discharge (a) the Park District of Oak Park and its officers, directors, employees and agents, and (b) any volunteer assisting or working on behalf of the Park District of Oak Park or any of its officers, directors, employees or agents (including but not limited to any volunteer that is a director, officer or member of Friends of Oak Park Dogs, an Illinois not-for-profit corporation), from any and all claims or causes of action for damages, injury, loss, liability or expenses that I may now have or which may accrue hereafter to me or any other person claiming through my or on my behalf and arising out of, connected with, or in any way associated with use of this facility and surrounding area.

I further agree to indemnify and hold harmless and defend (a) the Park District of Oak Park and its officers, directors, employees and agents, and (b) any volunteer assisting or working on behalf of the Park District of Oak Park or any of its officers, directors, employees or agents (including but not limited to any volunteer that is a director, officer or member of Friends of Oak Park Dogs, an Illinois not-for-profit corporation), from and against any and all losses, claims, damages, liabilities, cause of actions and expenses (including but not limited to court costs and attorney fees) occurring, growing out of, incident to, or resulting directly or indirectly from my use of this facility and surrounding area, including without limitation any losses, claims, damages, liabilities, cause of actions and expenses on account of personal injury to or death of any person or animal, or damages to property of any person or entity (including but not limited to the Park District of Oak Park).

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE IMPORTANT INFORMATION, WARNING OF RISK, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF ALL CLAIMS. IF REGISTERING ON-LINE OR VIA FAX, YOUR ON-LINE OR FACSIMILE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS AN ORIGINAL FORM SIGNATURE.**

(PLEASE PRINT) Participant's Name _____ Date_____

Participant's Signature _____ 1/10/06