

Mutt's Paradise AmuseMutt Park™

Release And Waiver Of Liability And Assumption Of Risk

ENTRY TO THE PARK BY PERSONS THAT HAVE NOT SIGNED THIS DOCUMENT IS PROHIBITED. ANY SUCH PERSON SHALL BE CONSIDERED A TRESPASSER.

In consideration of the temporary grant by MJP Enterprises, LLC dba Mutt's Paradise AmuseMutt Park™, ("Owner") of a limited right of entry to and use of property and improvements owned by it located at 1277 Hills-Miller Road, Delaware, Ohio, 43015, ("Park") to me/us, I/we understand and agree that:

The Park is provided "as is" and without warranty of any kind. I understand that with the use of the Park there is a risk of serious damage or injury, including death, to me, my dog(s), its owner/handler, other persons and animals, my guest(s), my property, and to others in the Park. Included in these risks are simple and gross negligence on the part of Owner, its members, officers, employees, independent contractors, customers and guests. I hereby agree to and do assume these risks, for my dog(s), my guest(s), my property and me.

I, on behalf of myself and my heirs, successors and assigns and all claiming by or through me, do hereby waive, relinquish, release and forever discharge Owner, its members, officers, employees, agents, and anyone acting on behalf of Owner from any and all claims or causes of action, known or unknown, now or hereafter arising, including without limitation and by way of example and not limitation, negligence of any degree, damages, loss, liability, expenses, breach of contract, breach of any statutory duty of care, or any death and injury, now existing or which may accrue hereafter arising out of, connected with, or in any way associated with use of the Park & surrounding area.

I also assume all responsibilities for my dog(s), my guest(s) and myself and for any liability caused by my dog(s), my guest(s) and me. I further agree to indemnify and hold harmless and defend Owner, its members, officers, employees, agents, and anyone acting on behalf of Owner, from and against any and all losses, claims, damages, liabilities, causes of action, orders, judgments and decrees and all costs and liabilities incurred in or by reason of the defense of any such claim, suit or action and the investigation thereof and expenses (including but not limited to court costs and actual attorney fees), occurring, growing out of, incident to, or resulting directly or indirectly from use of the Park and surrounding area, including without limitation all 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. The provisions of this paragraph extend to damages to the Park itself.

There are no other agreements oral or written regarding the subject matter hereof. The provisions hereof absolving and indemnifying Owner, its members, officers, employees, agents, and anyone acting on behalf of Owner are intended to, and shall, apply as broadly and inclusively as permitted by law and that if any provision hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I also certify that my dog(s) are current on the vaccinations for the diseases checked below and that I have submitted supporting certification from a licensed veterinarian or clinic. **My dog is NOT current on the vaccinations for the diseases NOT checked below, and I take full responsibility for any liability, including but not limited to financial liability, that the Park might incur related to these diseases for 190 days from the date of entry into the park as listed below. I also may be denied entry into the park.**

☒ Rabies ☒ Distemper ☒ Hepatitis (Adenovirus 1 & 2) ☒ Parvovirus ☒ Parainfluenza ☐ Leptospirosis 4

This agreement shall remain in effect for 1 year from the date of initial entry into the park as listed below. I understand I may need to present updated vaccination information at the discretion of the Owner.

I have read this Release and Waiver, and may receive a copy hereof upon request.

Date & time of entry into the park and duration of park use: _____

Printed name: _____

Address: _____

Phone number: _____

Signature: _____ **Date:** _____

Name of dog(s) using the park: _____