



CITY OF FARMINGTON HILLS - WAIVER AND RELEASE FOR USE OF DOG PARK

PLEASE READ THIS FORM CAREFULLY. IN CONSIDERATION FOR PERMISSION TO USE THE CITY'S DOG PARK, YOU ARE EXPRESSLY ASSUMING ALL RISKS OF AND LEGAL LIABILITY FOR YOUR USE OF THE DOG PARK. YOU ALSO WAIVE AND RELEASE ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS THAT YOU AND/OR YOUR DOG(S) MAY SUSTAIN AS A RESULT OF USING THESE FACILITIES OR PARTICIPATING IN ANY AND ALL ACTIVITIES AT OR ASSOCIATED WITH USE OF THE DOG PARK.

I acknowledge that I have voluntarily applied to participate and use with my dog(s) the Dog Park owned and operated by the City of Farmington Hills. I understand that the act of unleashing my dog(s) and being in the Dog Park presents a risk of injury to me, any persons that accompany me, other people using the Dog Park, my dog(s) and other dogs. I understand that these risks are entirely my responsibility and I knowingly and voluntarily assume that responsibility. When this Waiver and Release refers to "my dog," it includes any dog that I bring to the Dog Park, regardless of whether I am the legal owner of the dog. I am responsible for any dog I bring to the Dog Park.

I understand that the licensing and registration system for use of the Dog Park does not insure or guarantee that all dogs in the Dog Park are safe or healthy. I further acknowledge and assume the risk that all dogs in the Dog Park might not have been vaccinated for bordetella, distemper, parvovirus and/or rabies, all of which present a risk of injury or disease to me, any individuals (including children) who accompany me to the Dog Park, and my dog(s). I also acknowledge that there are certain inherent risks of injury or damage, including propensity of a dog to behave in a dangerous manner; inexperience or irresponsibility of a dog owner/handler; inability to predict a dog's reaction to sound, movement, objects, persons or other animals; dog fights, dog bites, and injuries to humans and other dogs; dog disappearance, theft or unlawful capture; dog escape over or under fences; plants in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas, or other insects that may be present; and wild animals, including without limitation skunks, raccoons, opossums, or stray dogs that could be present in the Dog Park, all of which might injure or infect my dog(s); trip or slip and falls, premises defects, equipment failure, failure in instruction/supervision, and other circumstances inherent to dog and/or outdoor activities. I understand that the Dog Park is an unsupervised facility and I expressly assume responsibility for all risks associated with the Dog Park and any buildings, fixtures and equipment contained in it. I knowingly and voluntarily accept these risks in exchange for the privilege of using the Dog Park.

In consideration for the privilege of using the Dog Park and other valuable consideration, receipt of which is hereby acknowledged, I fully and forever release, discharge and hold harmless the City of Farmington Hills, its elected and appointed officials, employees, agents and volunteers for and from any claim for loss, damage or injury, known or unknown, anticipated or unanticipated, without limitation, to myself and to my dog(s), arising out of or in any way incident or related to use of the Dog Park by my dog(s), me and anyone accompanying my dog(s) or me, regardless of the cause. I agree to indemnify and hold harmless the City of Farmington Hills, its elected and appointed officials, employees, agents and volunteers for and from all loss and expense, including legal costs, attorney's fees and expert witness fees, and from any and all liability for injury or death to any person or damage to property, arising out of or in any way incident or related to use of the Dog Park by my dog(s), myself and anyone accompanying my dog(s) or me.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE RECEIVED A COPY OF THE DOG PARK RULES AND REGULATIONS, AND I HAVE READ AND UNDERSTAND THEM. I WILL COMPLY WITH THESE RULES AND WILL EXPLAIN THEM TO OTHERS I MAY BRING TO THE DOG PARK TO ENSURE THEIR COMPLIANCE WHILE USING THE DOG PARK. I FURTHER CERTIFY THAT I AM NOT AWARE OF ANY INCIDENT IN WHICH MY DOG(S) HAS/HAVE SHOWN AGGRESSIVE, FIGHTING OR BITING BEHAVIOR TOWARD PEOPLE OR OTHER ANIMALS.

Dog Owner (Signature)

Date

Dog Owner (Print Name)

Dog Owner (Signature)

Date

Dog Owner (Print Name)