

# Waiver/Release of Liability And Assumption of Risk Acknowledgement

I (we) agree to hold People Aware of the Well-being of the Speechless ("P.A.W.S.") and the City of Vacaville, their members, directors, officers, agents, volunteers and employees harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians and/or their dog(s) while in or upon the grounds or near any entrance thereto, and I (we) assume all responsibility and liability for any such claim; and I (we) further agree to hold the aforementioned parties harmless from any claim for loss of our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to our dog(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of P.A.W.S., the City of Vacaville or any of the parties aforementioned, or by the negligence of any other person, or any other cause or causes.

Risks may include, but are not limited to, injury or damage caused directly or indirectly as a result of dog fights, dog bites, being knocked-down, chased or tripped, dog(s) being hit by a motor vehicle, etc.

I (we) hereby assume the sole responsibility for and agree to indemnify and save the aforementioned parties harmless or this unsupervised facility from any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including myself (ourselves) or on account of damage to property, arising out of or in consequence of my (our) participation in the use of the Dog Park, howsoever such injuries, death or damage to property or persons may be caused, and whether or not the same may have been caused or may be alleged to have been caused by negligence of the aforementioned parties or agents, or any other persons.

I agree to carefully inspect and satisfy myself that the facilities provided are safe for their intended use. Once having conducted the inspection, I agree to expressly assume all risks for myself, guardians, my children and my dog(s) participating at these premises.

By my signature below, I state that I (we): 1) agree to the terms and conditions described herein, 2) have read and fully understand the Dog Park Rules and Regulations (and will explain the same to attending children and guests), and 3) promise to comply fully with all of the conditions of the Dog Park use. I (we) understand that violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or Dog park privileges. I (we) also agree to immediately report any unsafe property conditions to the City of Vacaville Park Superintendent at 707-469-6500.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_