



**TOP NOTCH KENNELS, INC.
DOG PARK AND OFF-LEASH PLAY AREA WAIVER AND RELEASE**

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR PERMISSION TO USE TOP NOTCH KENNELS, INC. DOG PARK, YOU WILL BE EXPRESSLY ASSUMING THE RISK OF, AND LEGAL LIABILITY FOR, AND WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU AND/OR YOUR DOG MAY SUSTAIN AS A RESULT OF PARTICIPATING IN, ANY AND ALL ACTIVITIES CONNECTED WITH OR ASSOCIATED WITH THE USE OF THESE FACILITIES AND THE SURROUNDING AREAS.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) the dog park and off-leash play areas ("Park") owned and operated by Top Notch Kennels, Inc. I understand that the act of unleashing my dog(s) and being physically present within the Park necessarily involves a risk of injury to me, any persons that accompany me, other people using the Park, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. When this Waiver and Release refers to "my dog", it includes me whether or not I am the legal owner of the dog, since I am the person responsible for the dog while using the Park. I understand that the permit/license system is not established to guarantee that dogs in the Park are safe or healthy. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to the dog, its owner/handler, other persons, or other animals. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and that not all hazards and dangers associated with dog activities can be foreseen. I agree to assume the risk of any injury to me, any individuals (including children) that accompany me to the Park, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Park. I further understand and assume the risk that all dogs in the Park may not have been vaccinated for bordetella, distemper, parvovirus, or rabies, all of which could result in injury to me, any individuals (including children) accompanying me, and my dog(s). I also understand that there are certain inherent risks, including the propensity of a dog to behave in a dangerous way. Additional risks include, but are not limited to: the inexperience or irresponsibility of a dog owner/handler; the 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 theft or unlawful capture; dog escape over or under fences; plants or standing water 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, such as skunks, raccoons, opossums, field mice, foxes, deer or stray dogs that could be present in the Park, all of which might injure or infect my dog(s); slip and falls, premises defects, equipment failure, failure in instruction/supervision, and other circumstances inherent to dog and/or outdoor activities.

I knowingly and voluntarily accept responsibility for all of these risks in exchange for the privilege of using the Park. I understand that I am responsible for any harm caused by my dog, whether to dogs or human patrons. I shall indemnify and hold Top Notch Kennels, Inc. harmless against any claims made against Top Notch Kennels, Inc. or losses or damages of any kind suffered by Top Notch Kennels, Inc. as a result of my pet, its behavior or condition, or my failure to inform Top Notch Kennels, Inc. of any pre-existing condition my pet may have including but not limited to (such as illness or aggressive tendencies).

I understand and agree that in admitting my dog to Top Notch Kennels, Inc. dog park, Top Notch Kennels, Inc. staff has relied on my representation that my dog is in good health and has not harmed or shown aggressive or threatening behavior towards any person or any other dog. It is my understanding that no agents or employees of the Top Notch Kennels, Inc. will supervise the Park at any time and I therefore expressly assume responsibility for all risks associated with the Park, as well as any fixtures and equipment that may be located there in an unsupervised manner owned by or under the control of the Top Notch Kennels, Inc. In signing this Waiver and Release, I fully release and discharge Top Notch Kennels, Inc., its employees and volunteers, and others working on behalf of Top Notch Kennels, Inc.

from any and all claims, demands, damages, rights of action, whether present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of the Park while in or upon the grounds or near any entrance thereto. I fully and forever release and discharge Top Notch Kennels, Inc., its employees and volunteers, and others working on behalf Top Notch Kennels, Inc. from any and all negligent acts or omissions with regard to the Park and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless Top Notch Kennels, Inc., employees and volunteers, and others working on behalf of Top Notch Kennels, Inc. for any damages for bodily injury, death, or damage, or loss to property, including legal and expert witness fees.

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.

I do hereby waive any and all rights that I may have to institute legal proceedings to recover cost of any kind. I have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I hereby do certify that I am over the age of 21 years, sober and of sound mind.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof.

The Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the pet owner and Top Notch Kennels, Inc.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND REGULATIONS, AND AGREE BY AFFIXING MY SIGNATURE BELOW TO COMPLY WITH THOSE RULES AND REGULATIONS. I WILL ALSO INFORM OTHERS THAT I MAY BRING TO THE PARKS (INCLUDING CHILDREN) OF THESE RULES AND WILL ENSURE THEIR COMPLIANCE WHILE USING THE PARK. MY SIGNATURE CONFIRMS THAT I AM ALSO NOT AWARE OF ANY INCIDENTS IN WHICH MY DOG(S) HAS/HAVE SHOWN AGGRESSIVE, FIGHTING, OR BITING BEHAVIOR TOWARDS PEOPLE OR OTHER ANIMALS. 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 TOP NOTCH KENNELS, INC.

Dog owner (signature)

Date

Dog owner (print name)

Additional dog handler (signature)

Date

Additional dog handler (print name)