



### Dog Park

#### Acceptance of Risk, Waiver and Release of Liability

Acceptance of the terms and conditions of this release and adherence to Dog Park rules are conditions of membership approval, retention, and renewal for the Dog Park, hereinafter referred to as the dog park. The City of Sunset Hills and the City of Crestwood hereinafter referred to as the City, may revoke membership at any time for noncompliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by the City. I understand that (1) unleashing my dog(s) and being physically present at the dog park involves risk of injury to me, any individuals accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of the City to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) the City does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, high-speed traffic on busy roads near the dog park, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the City, and (6) agree to not allow anyone else to use my membership or entry code to enter the dog park, and (7) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges.

By entering any dog park operated by The City of Sunset Hills and the City of Crestwood, I agree to indemnify, defend, hold harmless and fully release from all liability The City of Sunset Hills and the City of Crestwood, its officers, agents, partners, sponsors, contractors or employees (collectively "Sunset Hills and Crestwood"), and the owner of any property upon which Sunset Hills and Crestwood operates, including their officers, agents, partners, sponsors, contractors or employees (collectively "City Staff") from and all lawsuits, damages, claims, judgments, loss, liability, or expenses arising out of 1) any death or personal injuries or property damage which I or my animal(s) may sustain or which I or my animal(s) may cause while I am using a park under the control of Sunset Hills and Crestwood, or the City Staff, or any equipment owned by or under the control of Sunset Hills or Crestwood or the City Staff, or while participating in any activity sponsored by Sunset Hills and Crestwood and/or the City Staff, or 2) any death or injury which results or increases by any action taken to medically treat me or my animal(s). The terms above shall apply whether or not the alleged injury is also caused by or arises out of any dangerous condition of property, or the alleged negligence or any acts or omissions of Sunset Hills and Crestwood or City Staff or its officers, agents, or employees.

It is my understanding that no agent of Sunset Hills and Crestwood or City Staff will supervise the off-leash area at any time, and that I alone am responsible for myself and my animal(s) while using the facility operated by Sunset Hills and Crestwood.

I also understand that Sunset Hills and/or the City Staff does not carry insurance to cover users of this park, I understand there are risks associated with a dog park including the unpredictable behavior of dogs, and I assume the risk of any injuries my animal(s) or I may sustain at this park.

I have carefully read this unconditional release of liability, understand, and fully agree with its contents. I also have received a copy of the dog park rules and agree to follow all rules of the dog park.

**This is a release of liability. Do not sign if you do not understand or do not agree with its terms. Any dog owner/handler using the dog park must sign this waiver.**

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

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