

DRAGONFLY DOG PARK & NATURE TRAILS

ACCEPTANCE OF RISK & RELEASE OF LIABILITY FORM

Please read this form carefully and be aware that in consideration for permission to use this property, you will be expressly assuming all risk and legal liability while waiving and releasing all claims against Dragonfly Dog Park & Nature Trails (DDP), Safe Harbor Farm (SHF) and any of their directors, volunteers or employees for injuries, damages, loss or expenses which may result to you, your dog(s) or persons with you as a result. Acceptance of the terms and conditions of this release plus adherence to the established Rules are conditions of DDP membership approval, retention, and renewal. Membership is non-transferable and may be revoked for non-compliance.

I hereby acknowledge and accept that I have voluntarily applied to utilize, with or without my dog(s), the Dragonfly Dog Park and Nature Trails at Safe Harbor Farm. I fully understand and acknowledge that bringing my dog around others and being physically present at the dog park or on the trails involves risks of injury to me, individuals accompanying me, my dog(s) and other dog(s), including but not limited to risks resulting from unwanted human or canine behavior and a lack of proper training.

I further understand that, despite multiple efforts by SHF and DDP directors and volunteers to prevent aggressive behavior and ensure that all dog handlers comply, there is a risk that dogs may have been brought onto the property that are not licensed, vaccinated for rabies or of suitable temperament for dog parks, and this could result in injury to a person or a dog.

Additional risks include, but are not limited to: dog fights; dog bites (most commonly received when breaking up dog fights); theft or unlawful capture; escape over and under the fences; acts of God such as falling branches; premises defects such as holes, vines and tree roots; exposure to vegetation or standing water that may be unhealthy; burrs or seeds that may become lodged in a dog's coat, feet, eyes, nose, or ears; stings from honeybees, mosquitoes, spiders, ticks, chiggers, fleas and other insects; and exposure to wildlife such as foxes, deer, bear, raccoons, coyotes, opossums, lizards and field mice.

I acknowledge and understand that usage of the dog park and trails is self-directed, and it will not be directly supervised by agents, directors, volunteers or employees of SHF or DDP. I accept and assume any and all risks associated with the usage of this property in an unsupervised and self-directed manner.

By accepting the prescribed terms and conditions and signing this release, I hereby agree to indemnify and save harmless Safe Harbor Farm and the Dragonfly Dog Park & Nature Trails, its directors, officers, employees, volunteers and assigns from and against all loss, cost, damages, expenses and liability resulting from my use of the dog park and trails, including death, sickness, injury, and disease to any person or dog, or destruction of property.

Photo/Video Policy: SHF has many cameras and motion detectors around the park and on the trails. By signing this waiver, I acknowledge that these devices do not constitute real-time supervision. In addition, I give permission to SHF and DDP to use any photos and video taken in any way they see fit, including on their website and in legal proceedings. All such photos and video remain the property of SHF.

Firearms Policy: By signing this waiver, I accept that under no circumstances are firearms or weapons of any kind allowed on DDP or SHF property. Breaking this rule will result in immediate and permanent revoking of access.

I hereby acknowledge that I have carefully read this release of liability, and fully understand, agree with, and accept the terms and conditions that have been outlined above and on the DDP website. I acknowledge that I have reviewed the updated DDP Rules as listed online and agree to abide by said rules. I accept and acknowledge personal responsibility and liability for any injury or damage caused as a result of the wrongful or aggressive behavior of my dog, whether the loss occurs as a result of biting, jumping, scratching, digging, charging or any other behavior. I accept and acknowledge that, should the high energy or behavior of any dog I bring to DDP make another member concerned, it is up to **me** (and **not them**) to leave or move said dog(s) to the Ruff n' Rowdy area or trails. "First come, first choice" does **not** apply, and the comfort of the most quiet and reserved dog or person shall dictate the actions of all.

I hereby waive any and all rights that I may have to institute legal proceedings against any agent, director, volunteer or employee of SHF or DDP to recover the value of losses, claims, damages, liabilities, cause of actions, and expenses (including but not limited to court costs and attorney fees) occurring, growing out of, incidental to, or resulting directly or indirectly from my use of this property and surrounding area, including without limitation any 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.

I have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I certify that I am over the age of 21 years, sober and of sound mind.

Further, I understand that all membership fees paid are non-refundable and that my access to DDP may be revoked by a representative for SHF or DDP for misuse of the Park or trails, refusal to correct problematic human or canine behavior or aggression on the part of any of the dogs I own or supervise.

Signature: _____ Date: / /

Printed name: _____

Signature: _____ Date: / /

Printed name: _____ Witness: _____

Names of family members over 21: _____

Names & ages of family members 15-21: _____

Physical Address: _____

Mailing address (if different): _____

Primary phone _____

Secondary phone _____