

Grand Blanc Parks and Recreation

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 this facility, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your dog might sustain as a result of participating in any and all activities connected with or associated with use of this facility and the surrounding areas.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) dog park and off-leash play area ("Park") owned and operated by the Grand Blanc Parks and Recreation Commission. I understand that the act of unleashing my dog and being physically present within the Park necessarily involves risks of injury to me, persons that accompany me, other people using the Park, my dog(s), and other dogs. I understand that the aforementioned 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. I also understand that dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. 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 or other persons or 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 in 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 not all dogs in the Park may have been vaccinated for distemper, parvo, 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 dangerous ways. 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 in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas, or other insects may be present; and wild animals such as skunks, raccoons, opossums, or stray dogs that could be present in the Park, all of which might

injure or infect my dog(s), as well as slip and falls, premises defects, equipment failure, failure in instruction/supervision, as well as all 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.

It is my understanding that no agents or employees of the Grand Blanc Parks and Recreation Commission will supervise the Park at any time and I therefore expressly assume responsibility for all risks associated with the Parks as well as fixtures and equipment that may be located there in an unsupervised manner.

By signing this Waiver and Release and using the Park, I fully release and discharge the Grand Blanc Parks and Recreation Commission, and their employees and agents as well as any private citizen volunteers serving as Park stewards which have been sanctioned by the Grand Blanc Parks and Recreation Commission from any claims, demands, damages, rights of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of, my use or intended use of the Park. I fully and forever release and discharge the Grand Blanc Parks and Recreation Commission, and their employees and agents, as well as any sanctioned volunteers 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 save harmless the Grand Blanc Parks and Recreation Commission, and all of the employees, agents and volunteers for any damages from bodily injury, death, or damage or loss to property including legal and expert witness fees caused by the previously described parties.

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 AND TO INFORM OTHERS THAT I MAY BRING TO THIS PARK (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 HAS SHOWN AGGRESSIVE, FIGHTING, OR BITING BEHAVIOR TOWARDS OTHER ANIMALS OR PEOPLE.

Dog Owner Signature: _____ Date _____
Print Name: _____

Additional Handler Signature: _____ Date: _____
Print Name: _____

If Dog Owner or Handler is under age 18, the name and signature of a parent or legal guardian is required:

Parent's Signature: _____ Date: _____
Print Parent's Name: _____