



DOG PARK USE WAIVER AND RELEASE

I hereby acknowledge that I have voluntarily applied to participate and use the dog park ("Park") operated by Hot Springs Village Property Owners Association (HSVPOA).

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 the 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 registration/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, 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 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, 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.

It is my understanding that no agents or employees of HSVPOA will supervise the Park at any time and I heretofore 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. In signing this Waiver and Release, I fully release and discharge HSVPOA, its elected and appointed officials, employees and volunteers, and others working on behalf of HSVPOA 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. I fully and forever release and discharge HSVPOA, its elected and appointed officials, employees and volunteers, and others working bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless HSVPOA, its elected and appointed officials, employees and volunteers, and others working on behalf of HSVPOA for any damages for bodily injury, death, or damage, or loss to [property, including legal and expert witness fees.

I have carefully read this waiver and release and understand its contents. I have also received a copy of the HSVPOA Dog Park 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 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(s) has/have shown aggressive, fighting, or biting behavior towards people or other animals.

Member Name (Primary): _____

Member Number: _____ Lot/Block/Addition: _____

Telephone: _____ Mobile Phone: _____

Email Address: _____

Member Signature: _____ Date: _____