

## **City of Ann Arbor / Washtenaw County Dog Park & Off-Leash Play Area Waiver and Release**

**Please read this form carefully and be aware that in consideration for permission to use these facilities, 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 and associated with use of these facilities and the surrounding areas.**

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) dog parks and off-leash play areas ("Parks") owned and operated either separately or jointly by the City of Ann Arbor and Washtenaw County in conjunction with its Parks & Recreation Department. I understand that the act of unleashing my dog and being physically present within the Parks necessarily involves risks of injury to me, persons that accompany me, other people using the Parks, 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 Parks.

I understand that the permit/license system is not established to guarantee that dogs in the Parks 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 Parks, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious, and dangerous dogs which may be present in the Parks.

I further understand and assume the risk that not all dogs in the Parks 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 Parks, 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 Parks.

It is my understanding that no agents or employees of the City of Ann Arbor or Washtenaw County will supervise the Parks 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 Parks, I fully release and discharge the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, and its Parks & Recreation Department, and their

employees and agents as well as any private citizen volunteers serving as Parks stewards which have been sanctioned by either the City or the County 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 Parks. I fully and forever release and discharge the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, its Parks & Recreation Department, and their employees and agents, as well as any sanctioned volunteers from any and all negligent acts or omissions with regard to the Parks and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and save harmless the City of Ann Arbor, its Parks & Recreation Services Unit, Washtenaw County, its Parks & Recreation Department, and all of the employees, agents and volunteers of each 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 THESE PARKS (INCLUDING CHILDREN) OF THESE RULES AND WILL ENSURE THEIR COMPLIANCE WHILE USING THE PARKS. 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:**

Parents Signature \_\_\_\_\_

Date \_\_\_\_\_

Parents Name \_\_\_\_\_