

Date: _____

Name: _____

WAYSIDE WAIFS BARK PARK

WAIVER AND RELEASE FOR MEMBERS AND GUESTS

Important Information

Wayside Waifs, Inc. is committed to providing programs and activities in a safe manner. We hold the safety of Wayside Waifs Bark Park members and their guests and dogs in high regard. Wayside Waifs continually strives to reduce risk and insists that all members and their guests follow safety rules and instructions that are designed to protect them. Persons who choose to become members of the Wayside Waifs Bark Park must understand there are inherent risks of injury and damage associated with off-leash dog parks.

You are responsible for determining if your dog is appropriate for an off-leash experience that may include many other dogs and people. We do not allow dogs with dangerous propensities, for example, biting or aggressive dogs, whether they be aggressive to people or to other dogs. Wayside Waifs, Inc. reserves the right to determine if a dog is aggressive.

Warning of Risk

Wayside Waifs Bark Park is intended to be used as an outlet for dogs and their owners to get exercise, develop a stronger bond, and have a place for members to work with their dogs on basic training and obedience if they so choose. Despite all warnings, rules and precautions, certain dangers still exist. It is virtually impossible to predict all possible situations that could occur in an off-leash dog park. Risks include serious personal injury and death to both humans and dogs, as well as damage to personal property, arising out of improper handling, supervision, or lack of control of a dog. Children are especially prone to injuries or death from such things as bites or attacks since they sometimes demonstrate behaviors that may seem threatening or prey-like to dogs. For example, yelling, screaming, quick movements, falling down, and direct approaches to a dog can initiate a bite or attack, especially if the dog is unknown to the child. In this regard, it must be recognized that it is impossible for Wayside Waifs, Inc. to guarantee the safety of members, their guests and dogs. Each person who uses the Park does so at his own risk and assumes the danger of using the Park.

Waiver and Release of all Claims and Assumption of Risk

Please read this agreement carefully and be aware that in registering for membership, you will be expressly assuming the risk of injury and death to yourself, your children, and your dogs, as well as injury and damage to your property as a result of your use of the Park, and that you will be assuming legal liability to others for any injury, death, or damage to their property they suffer as a result of your use of the Park. Also be aware that you are releasing Wayside Waifs, Inc. from all liability and claims for injury, death, damage to property and all other damage you, your children, and your dogs might incur as a result of becoming a member of, and using, Wayside Waifs Bark Park, and that you are waiving any right to make or assert any claim against Wayside

Waifs, Inc. for injury, death, or damage to you, your children, or your dogs as a result of your use of the Park.

Agreement to Waiver and Release of all Claims and Assumption of Risk

In consideration for Wayside Waifs, Inc. allowing me to become a member of, and to use, Wayside Waifs Bark Park, I agree, on behalf of myself, and, as parent and legal guardian of my minor children, on behalf of my minor children, as follows:

I recognize and acknowledge that there are risks to myself, my children, and my dogs of injury, death, and other damage as a result of use of the Park. On behalf of myself, and as parent and guardian of my minor children, on behalf of my minor children, I voluntarily agree to assume the full risk of any and all such injuries, death, and damages, regardless of how serious, that I, my minor children, and my dogs may sustain while using the Park. I further agree to waive and relinquish all claims for such injury, death, or damage that I or my minor children may have now, and at any time in the future, against Wayside Waifs, Inc., its employees, Board members, volunteers, financial supporters, officers, representatives, assigns, agents, divisions, affiliates, attorneys, and all others who might be claimed to be liable on its behalf, as a result of using the Park.

On behalf of myself, and as parent and guardian of my minor children, on behalf of my minor children, I do hereby fully release and forever discharge Wayside Waifs, Inc., its employees, Board members, volunteers, financial supporters, officers, representatives, assigns, agents, divisions, affiliates, attorneys, and all others who might be claimed to be liable on its behalf, from any and all liability, claims, demands, and causes of action for injuries or death to myself, my minor children, or my dogs, damage to property, and all other damages that I or my minor children may now have, whether known or unknown, and which may arise in the future, arising out of, connected with, or in any way associated with my participation in the Wayside Waifs Bark Park located at Wayside Waifs, Inc., 3901 E. 119th St., Kansas City, MO 64137. By signing below, I acknowledge that I have read and fully understand the above important information, warning of risk, waiver of liability, release, and the Wayside Waifs Bark Park Rules that are attached to this Waiver and Release, incorporated herein, and made a part hereof. I further agree that if I register for membership on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as my signature on an original form.

Signature

Date

Permission for Wayside Waifs to Photograph

I do hereby give authority and permission to Wayside Waifs, Inc. to copyright, use and/or publish, without limitation or restriction, photographs of me, my minor children, or my dog(s) that may be taken while on Wayside Waifs property. These photographs will be used for promotion or advertising, and I hereby relinquish any right that I may have to examine or approve said photographs.

Signature of Member

Date

Signature of Member

Date