

**NORRITON DOG PARK WAIVER AND RELEASE AGREEMENT**

***CERTIFICATIONS***

I have received and reviewed a copy of the Dog Park Rules & Regulations for the dog park's use and agree to abide by these rules as listed.

I understand that all fees paid are non-refundable and that my access may be revoked by the Township for misuse of the Park or repeated aggression on the part of any one of the dogs under my direct ownership or supervision.

I understand that when the terms "your dog," "my dog" or "owner" of a dog are used, they include me whether or not I am the legal owner of the dog.

I understand that I am solely responsible for supervising my dog and determining whether or not this is an appropriate activity to participate in. I understand that I, and those who accompany me, are participating in this activity at our own risk. Dogs of varying degrees of skill, training and experience use this park.

I understand that this Agreement is incorporated in its entirety into each section herein. By signing in each section, I acknowledge that I have read, understand, and agree to the terms of that section and the Agreement as a whole.

This document may be signed in parts, each of which shall be deemed to be original and all of which, together, shall constitute one in the same instrument.

SIGNATURE: \_\_\_\_\_

***WARNING OF RISK***

I understand and acknowledge that use of the Norriton Dog Park involves inherent risks, including but not limited to:

- Dog bites, scratches, and other injuries to persons or animals;
- Unpredictable behavior of dogs;
- Dog fights;
- Transmission of disease;
- Injury from running, jumping or uneven terrain;
- Interaction with other park users.

Use of the park is intended to be a fun and rewarding experience for a dog and its owner. However, despite careful and proper preparation, instruction, medical advice, condition and

equipment, there is still a risk of serious injury, including death to the dog, its owner or other persons or animals. Dogs are pack animals and even the best trained dogs may act instinctively. Certain inherent risks include, but are not limited to, the inexperience, negligence or irresponsibility of a dog owner, the inability to predict a dog's reaction to sound, movements, objects, persons, or other animals, and actions by the dog due to fright, anger, stress, insect bites, or natural reactions such as jumping, pulling, resisting and biting. Other risks include the hazards associated with environmental and traffic conditions, inclement weather, slip and falls, premises defects, equipment failure in instruction/supervision, and all other circumstances inherent to dog and/or outdoor activities.

SIGNATURE: \_\_\_\_\_

***ASSUMPTION OF RISK***

I acknowledge and accept that I have voluntarily applied to participate in and utilize, with my dog(s), the Norriton Dog Park located in West Norriton Township.

I fully understand and acknowledge that unleashing my dog and being physically present at the dog park area involves risks of injury to me, any individual accompanying me, other persons, my dog(s) and other dog(s), including but not limited to: risks resulting from aggressive dogs, unpredictable behavior and lack of proper training.

I understand and assume that despite the efforts of West Norriton Township to ensure that owners have complied with all Dog Park Rules, there remains a risk that not all dogs present in the dog park are licensed and vaccinated for rabies. I understand that could result in injury to a person or a dog.

I understand that there are risks to using the Norriton Dog Park, including but not limited to: dog fights; dog bites; theft or unlawful capture; escape over and under fences; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in the dog's coat, feet, eyes, nose, or ears; mosquitoes; spiders; ticks; chiggers; fleas and other insect; and wildlife typically found in a park, such as foxes, deer, raccoons, opossums, muskrats, field mice, and turtles.

I acknowledge and understand that the Norriton Dog Park is not directly supervised by an employee or agent of West Norriton Township.

I acknowledge and accept that I assume any and all risks associated with the usage of the dog park, including fixtures and equipment, in an unsupervised and self-directed manner.

SIGNATURE: \_\_\_\_\_

***WAIVER AND RELEASE OF ALL CLAIMS AND INDEMINIFICATION AGREEMENT***

I agree to indemnify and hold harmless West Norriton Township, its agents, officers, and employees and assigns from and against all loss, cost, damages, expense and liability resulting from my use of the Norriton Dog Park, including death, sickness, injury, and disease to any person or dog, or destruction to property, real or personal, arising directly from my use of the dog park.

I do 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 in the attached literature.

I acknowledge that I have received and reviewed a copy of the Dog Park Rules and Regulations for the dog park's use and agree to abide by the 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 outlined in this agreement or otherwise.

I waive any and all rights that I may have to institute legal proceedings to recover cost of any kind.

I have carefully read this release of liability and fully understand, agree with and accept its terms and conditions as outlined.

SIGNATURE: \_\_\_\_\_