

Puppy Playground

**Picture identification required*

CAUTION: READ BEFORE SIGNING **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY**

The undersigned (“I”) represent and warrant that I am the legal owner of the dog(s) described in the application that I submitted to the Puppy Playground (“Puppy Playground”) (“my dog(s)”). I acknowledge and agree that there are inherent risks in bringing my dog(s) to the Puppy Playground. In consideration of myself and/or my dog(s) being permitted to use and/or participate in any activity offered by, at or through the Puppy Playground, including, but not limited to, the following: (i) daycare (ii) boarding/kennel, (iii) grooming, (iv) bathing, and/or (iv) use of, or activities in, the indoor dog park or outdoor space, (collectively any use of or activities in the Puppy Playground facilities or on the Puppy Playground premises are referred to herein as the “Activity”), I agree, for myself, my heirs, beneficiaries, personal representatives and assigns, to the following terms in this Waiver of Liability, Assumption of Risk and Indemnity (this “Waiver”):

- A. **Physical Fitness.** I acknowledge that the Activity involves exercise of myself or my dog(s) requiring physical fitness, and I certify that my dog(s) and I are in good physical health for the purpose of participating in the Activity.

- B. **Vaccinations.** I acknowledge that the Activity involves interaction between my dog(s), other dog(s) and humans, and I certify that: (1) my dog(s) are up to date on all vaccinations required by Michigan law; (2) my dog(s) are free of fleas, ticks and lice; and (3) if my dog(s) becomes ill, I will not bring my dog(s) to the Puppy Playground for a period of at least 30 days after the dog(s) is free from symptoms.

- C. **Acknowledgment of Puppy Playground’s Right to Terminate Participation At-Will.** I acknowledge that the Puppy Playground has the absolute right, in its sole discretion, to terminate my and/or my dog(s) participation in the Activity at-will, at any time, with or without notice, for any or no reason.

- D. **Waiver and Release; Indemnification.** I, on behalf of myself, my personal representatives, heirs, beneficiaries, executors, administrators, agents, and assigns, hereby fully release, waive, forever discharge, and covenant not to sue or claim against the Puppy Playground, its officers, directors, members, affiliates, employees, representatives, agents, volunteers, successors and assigns (collectively, the “Releasees”) for any and all liability of whatever kind or nature, including any and all claims, demands, causes of action, suits, or judgments of any and every kind (including attorneys’ fees and costs and expenses), arising from any loss, injury (including death) or property damage that my dog(s) or I may suffer as a result of the Activity, or any travel to or from the Activity, or any activity in connection with the Activity, regardless of whether the injury or damage is caused by the negligence of those whom I have released or otherwise. I agree to indemnify, defend and hold harmless the Puppy Playground, its officers, directors, members, affiliates, employees, representatives, agents, volunteers,

successors and assigns, for any and all losses, damages, liabilities, costs, or expenses of whatever kind incurred during the Activity.

- E. **Assumption of Risk.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES RISKS OF SERIOUS INJURY AND LOSS TO MYSELF AND MY DOG(S), WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO PHYSICAL INJURY, PAIN, SUFFERING, ILLNESS, TEMPORARY OR PERMANENT DISABILITY, AND DEATH, AS WELL AS ECONOMIC OR EMOTIONAL LOSS AS A RESULT OF THE AFOREMENTIONED INJURIES OR OUTCOMES. I ACKNOWLEDGE THAT THESE RISKS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF RELEASEES OR OTHERS, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE RELEASEES. I ACKNOWLEDGE THAT MY DOG(S) AND I ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, DISEASE OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- F. **Medical Release.** I hereby consent to receive medical treatment deemed necessary for myself and/or my dog(s) if my dog(s) and/or I am injured or require medical attention during participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation for myself and/or my dog(s). I hereby release, forever discharge, and hold harmless the Puppy Playground from any claim based on such treatment or other medical services.
- G. **Hold Harmless.** I agree to hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs if litigation arises pursuant to any claims made by me or by anyone else's action on my behalf. If the Releasees incur any of these types of expenses, I agree to reimburse the Releasees. I acknowledge that the Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity working on the behalf of the Puppy Playground.
- H. **Choice of Law and Jurisdiction.** I understand and expressly agree that (1) this Waiver, or any action or claim relating to this Waiver or the Activity, shall be governed by the laws of the State of Michigan without regard to the laws of conflict of law thereof; and (2) any action or claim relating to this Waiver or the Activity shall be initiated and maintained in a municipal or state court in Kalamazoo County, Michigan, or the United States District Court for the Western District of Michigan.
- I. **Entire Agreement.** The parties agree that this Waiver (a) is the complete and exclusive statement between the parties with respect to this matter, (b) supersedes all related discussions and other communications between the parties with respect to such matter, and (c) may only be modified in writing by an authorized representative of the party against whom such alteration or modification is sought to be enforced.

- J. **Severability.** I further understand and agree that even if a court of law finds any provision or aspect of this agreement unenforceable, the remaining provisions will remain in full force and effect. Furthermore, I understand and agree that if there is any unenforceable provision or aspect, it will be construed, to the extent possible, to make it enforceable and within public policy.

I have read this Waiver, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue on behalf of myself and my dog(s). I acknowledge that I have the opportunity prior to signing this Waiver to have it reviewed by my attorney. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that my dog(s) and/or my participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risk. I acknowledge that I am signing this Waiver freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law. In consideration of the acceptance of my and/or my dog(s) participation in the Activity, I hereby agree to abide by all rules and regulations of the Puppy Playground.

Signature of Participant

Printed Name: _____

Date: _____