

# FREEDOM BARK PARK

## ACCEPTANCE OF RISK & RELEASE OF LIABILITY WAIVER FORM

**Acceptance of Risk & Release of Liability Waiver: Acceptance of the terms and conditions of this release and the adherence to the established Freedom Bark Park Rules & Regulations are conditions of the “pass” approval, retention, and renewal. Passes may be revoked for *noncompliance* as may be required by the Town.**

I do hereby acknowledge and accept that I have voluntarily applied to participate and utilize, with my dog(s), the Freedom Bark Park located in Lowell, IN. 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, or 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 further understand that despite the efforts of both the Town of Lowell, IN and the Freedom Bark Park Association to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated for rabies as required by Indiana State Law, which could result in injury to a person or a dog. Additional risks include, but are not limited to: dog fights; dog bites; theft or unlawful capture; escape over and under the fences; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seed that may become lodged in the dog’s coat, feet, eyes, nose, or ears; mosquitoes; spiders; ticks; chiggers; fleas and other insects; wildlife typically found in a park, such as foxes; deer; raccoons; opossums; muskrats; field mice; turtles, etc. It is further my understanding that usage of the dog park is self-directed and shall not be directly supervised by an agent or employee of the Town of Lowell or the Freedom Bark Park Association. Additionally, I accept and acknowledge 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.

By accepting the prescribed terms and conditions and signing this I release, indemnify and save harmless the Town of Lowell and the Freedom Bark Park Association, its agents, officers, and employees and assigns from and against all loss, cost, damages, expense, and liability resulting from my use of the 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 herein. Further, 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 said rules as set forth.

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.

I hereby do certify that I am over the age of 18 and of sound mind. Further, I understand that all fees paid are non-refundable and that my “Pass” access card may be revoked by the Town for misuse of the park or repeated aggression on the part of the dogs under my direct ownership or supervision.

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_