

ROVER'S RUN WAIVER

IMPORTANT INFORMATION

You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity in which to participate. You are participating in this activity at your own risk (and risk of your dog).

You are solely responsible for determining if you and/or your dog are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the owner/handler or dog is pregnant, disabled in any way or recently suffered an illness, injury or impairment, or because of a dog's age, to consult a physician or veterinarian before undertaking any physical activity.

WARNING OF RISK

Dog exercise, walking, training, leashed or simply allowing your dog off lead, is intended to provide a fun and rewarding experience for a dog and his 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 either the dog or its owner/handler. Understandably, not all hazards and dangers associated with animal activities can be foreseen. Certain inherent risks include the propensity of any dog to behave in dangerous ways that may result in injury to the owner/handler or other patron or dog. Certain risks include, but are not limited to: the negligence or irresponsibility of another dog owner/handler; 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, acts of God, inclement weather, slipping, falling, premises defects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to animal and outdoor activities. Should you attempt to break up a fight between dogs, you may be attacked and severely mauled by the other dog or attacked by the other handler/owner. In this regard, it must be recognized that it is impossible for the Homewood-Flossmoor Park District to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

Please read this form carefully and be aware that in consideration for permission to use this facility/park, 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 this facility or surrounding area.

I recognize and acknowledge that there are certain risks of physical injury to the dog and its handler/owner in association with participating in animal activities, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I might sustain as a result of participating in any and all activities connected with or associated with use of this facility or surrounding area.

I do hereby agree to waive, relinquish, release and forever discharge the Park District, including its officials, agents, volunteers and employees (hereafter collectively "District") from any and all claims for injuries, damages or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this use of this facility or surrounding area.

I further agree to indemnify and hold harmless and defend the District from and against any and all losses, claims, damages, liabilities, cause of actions, and expenses (including attorney fees), on account of personal injuries or death to any person or dog, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from my use of this facility or surrounding area.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

PLEASE PRINT:

Participant's Name _____ Date _____

Participant's Signature _____