



## **Liability Waiver – Hanover Area YMCA Dog Park**

### **Disclosures, Rules and Release**

PLEASE READ CAREFULLY:

By purchasing a membership, you agree to release the Hanover Area YMCA from any liability to you, your dog, or anyone accompanying you on the Hanover Area YMCA premises

I understand that the Hanover Area YMCA may use my and my dog(s) name, photos, and video media obtained on our premises for promotional material.

### **Disclosures**

Participant hereby declares, represents, and warrants that Participant's dog:

Is current on vaccinations including Rabies, DHPP and Bordetella; Is friendly and social around people and other dogs; Has not harmed or shown aggressive, threatening or vicious behavior toward any person or other dog; Does not have fleas, ticks, transmittable diseases or illness; Is in good health.

### **Rules**

**PARTICIPANTS MUST BE 18 YEARS AND OLDER**

The "Dog Park" is that portion for which you have voluntarily paid a membership fee to use, and is fenced off from the other Grounds.

1. All dogs must be current on Rabies, Bordetella and DHPP vaccinations. Upon request, proof of the same shall be provided to the Hanover Area YMCA.
2. A collar or harness must be worn at all times.
3. Dogs must remain off leash while in the Dog Park and on leash on at all times while not in the Dog Park on YMCA Property.
4. Participants must clean up after their dog. Receptacles for disposing of waste are available in the Dog Park.

Participation at the Dog Park is voluntary and at your own risk. We reserve the right to excuse any person or dog from the Dog Park at any time for negative behavior which could be harmful to people (including Staff) or other dogs. It is the Participant's sole responsibility to ensure the safety and well-being of your dog, other guests and yourself. Membership may be suspended or revoked at any time in the sole discretion of Staff and the Hanover Area YMCA.

Participant agrees to keep his or her dog leashed when not inside the Dog Park. Participant must release his or her dog from the leash inside of the Dog Park, and must remain in the Dog Park at all times while their dog is in the Dog Park. Abandoning dogs is prohibited and is punishable by law. Violators are subject to revocation of memberships and will be banned from using the Dog Park, as well as being reported to the appropriate authorities.

Participant understands that no staff will be on hand inside the Dog Park. Hanover YMCA staff will maintain and clean the Dog Park; however, Participant must immediately bag and dispose of any dog waste left by their dogs.

In the event of injury by the Participant's dog(s) or by another participant's dog(s), it is the Participant's sole responsibility to provide or obtain contact information with the other participant.



## **Behavior of the Participant's Dog**

Participant further understands and agrees that in admitting his/her dog to the Dog Park, the Dog Park and Hanover Area YMCA's Staff have relied on Participant's representation and warranty that such dog is in good health and has not harmed or shown aggressive, threatening or vicious behavior towards any person or any other dog.

Participant is responsible for behavior of their dog and must promptly break up any disturbances or fights involving their dog. Responsibility of the Participant includes following all Hanover Area YMCA Dog Park rules, as well as actively monitoring their dog for observed behaviors that could lead to conflict.

## **Release**

I, undersigned Participant, for good and valuable consideration, including the right to use the Hanover Area YMCA premises, including but not limited to the Dog Park, do hereby (i) agree to be solely financially responsible for, and shall indemnify and hold harmless the Hanover Area YMCA and any of its officers, employees, servants, agents, and related parties (hereinafter referred to as "RELEASEES"), (ii) shall release, waive, discharge and covenant not to sue, for any loss, liability, cost, claim, damage of every kind or nature (including, without limitation, incidental and consequential damages), expense (including, without limitation, costs of investigation, defense and settlement, and reasonable attorney's fees and expenses) and/or cause of action, whether or not involving a third-party claim (Collectively "Damages") arising, directly or indirectly, out of or related to any loss, damage, injury, death, that occurs to person and/or dog, as a result of my electing to use the Hanover Area YMCA premises including but not limited to the Dog Park, and (iii) knowingly and voluntarily assume any and all risk of harm to person or dog (including Damages caused in whole or in part by negligence of the Hanover Area YMCA or Staff). I understand that I am solely responsible for my well-being and safety, the safety and well-being of others in my party and the well-being and safety of my dog(s). Neither the Hanover Area YMCA, nor its employees, owners, officers, agents and/or staff are responsible for my dog or me. I attest that I have read the Park Rules and my signature below indicates that I understand and will abide by the Park Rules in their entirety and that my dog(s) are current on the required vaccinations.

Any time groups of dogs play off leash together, there is a chance for injury to a dog. By signing below, I am giving permission for my dog(s) to play off leash with other dogs at the Dog Park. I agree that the Hanover Area YMCA has made every effort to provide a safe and clean environment for my dog(s).

## **Membership Policy**

I, undersigned Participant, by choosing to purchase a membership for my dog(s) to the Dog Park understand and that the membership must be renewed annually, in person. Updated vaccination records must be provided at that time.

## **Final Acknowledgements**

By purchasing a membership, I agree with the Disclosure, Rules and Release, as well as the Hanover Area YMCA policies, and state that: I have read and understand the conditions set forth in this Disclosure, Rules and Release; I have been permitted to review these conditions with an attorney or counsel of my choosing; I am 18 years of age or older; I agree to all conditions set forth herein, and I sign this voluntarily.

This is a release of liability.

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Participant Printed Name

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Date

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Participant Signature

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Dog Name(s)