

**BARK BARK ADVENTURE PARK LLC.  
CUSTOMER WAIVER, RELEASE OF LIABILITY  
AND INDEMNIFICATION**

In consideration of the opportunity to bring my dog(s) into Bark Bark Adventure Park, LLC (BBAP), whose registration process requires me to accept this agreement, I hereby agree to the following Waiver and Release of Liability (Agreement):

1. **Waiver and Release of Liability:** My participation, and my dog(s)'s participation, at BBAP is voluntary and subjects me and my dog(s) to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

- a. I, on behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, hereby release and hold harmless BBAP, its past, present, and future officers, directors, employees, agents, affiliates, associates, volunteers, contractors, independent contractors, assigns, insurers, reinsurers, landlords, managers, members, transferees, partners, predecessors, and legal and equitable owners (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
- b. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury to myself or my dog(s), as well as costs related to loss or damage to my property or that of BBAP, that I may sustain as a result of my participation or my dog(s)'s participation, including those sustained on the premises.
- c. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. **Warranties, Representations, and Indemnification.** I hereby warrant and represent that:

- a. My dog(s) are current on all vaccinations, including but not limited to Rabies, DHPP/DHLPPC, and Bordetella. If my dog(s) is/are a puppy(ies), they are current on all puppy vaccinations.
- b. My dog(s) are over 6 months old.
- c. If my dog(s) are over a year old, it (they) are spayed or neutered.
- d. My dog(s) are in good health, with no known diseases.
- e. My dog(s) have not harmed, nor shown aggressive or threatening behavior, toward any person or any other dog.
- f. I am over 18 years of age, and am willing to provide identification to BBAP to verify my age.

\_\_\_\_\_ *Initials (Acknowledgement of Page 1)*

- g. I have received a copy of the Dog Entry Requirements and General Rules. I have reviewed same, and fully understand the requirements and rules therein. I will abide by the rules and requirements therein, along with any and all instructions and directions from any BBAP employee.
- h. I understand that I may be asked to remove my dog(s) for any reason. I will promptly remove my dog(s) and myself from the BBAP premises when I am asked to do so.
- i. I understand and acknowledge that videos or photographs may be taken in the BBAP premises of myself or my dog(s). I waive any right to those images, and I hereby consent to the use of the images by BBAP.

I hereby agree to indemnify BBAP, as well as its officers, directors, employees, agents, volunteers, and contractors, both for resulting damages, including claims, suits, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, as well as reasonable attorney fees incurred in defending against the above or in enforcing the right to indemnification herein, in the event of any misrepresentation of the above warranties and representations, and in the event that I or my dog(s) cause any injury to me, another person, or another dog.

I further agree to hold BBAP, as well as its officers, directors, employees, agents, volunteers, and contractors, harmless from any claims, suits, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind.

## **2. General Provisions:**

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of law's provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Oakland County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating at BBAP.

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_ DOB: \_\_\_\_\_

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