

ACCEPTANCE OF RISK & RELEASE OF LIABILITY & WAIVER FORM

Acceptance of Risk and Release of Liability and Waiver: Acceptance of the terms and conditions of this release and adherence to the established Ocean City Dog Playground Rules & Regulations are conditions of the 'Pass' approval, retention, and renewal. Passes may be revoked for non-compliance as may be required.

I do hereby acknowledge and accept that I have voluntarily applied to participate and utilize, with my dog(s), the Ocean City Dog Playground located at Little Salisbury Park in Ocean City, MD. I fully understand and acknowledge that unleashing my dog and being physically present at the dog area involves risk or injury to me, any individual accompanying me, 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 and assume that despite the efforts of the Town of Ocean City to ensure owners have complied, there is a risk that not all dogs present in the dog area are licensed and vaccinated for rabies as required, by 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, standing or pond water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in the dogs coat, feet, eyes, nose, or ears; mosquitoes; spiders; ticks; chiggers; fleas and other insects; and wildlife typically found in a park such as foxes; raccoons; opossums; muskrats; snakes; field mice; turtles, etc. It is my understanding that usage of the dog area is self-directed and shall not be directly supervised by an agent or employee of the Town of Ocean City. Additionally, I fully assume any and all risks associated with the usage of the dog area, including fixtures and equipment, in an unsupervised and self-directed manner.

By signing this release, I hereby agree to indemnify and save harmless the Town of Ocean City, its agents, officers, and employees and assigns from and against all loss, cost, damages, expense and liability resulting from my use of the dog playground, 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 enclosure. 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 above. Further, I acknowledge that I have received a copy of the rules and regulations for the dog playground use and agree to abide by these 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 do hereby waive any and all rights that I may have to institute legal proceedings to recover cost of any kind. I have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I hereby do certify that I am over the age of 18 years, sober and of sound mind. I have received and reviewed a copy of the rules and regulations for the dog playground's use and agree to abide by these rules as listed.

Print Name: _____

Signature: _____ **Date:** ____/____/____