

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT
FOR USE OF THE COLUMBUS, INDIANA DOG PARK

The undersigned and his or her parent or legal guardian, if the undersigned is under 18 years of age, in consideration of membership in the Columbus Indiana Dog Park Association, Inc. (CIDPA, Inc.) and permission to use the dog park operated by the Columbus Parks and Recreation Department and CIDPA, Inc. hereby expressly agree to the following:

1) I/we am/are fully aware of the risks and hazards in or arising from using the dog park. I/we hereby assume any and all risks, whether foreseen or unforeseen, and responsibility for any harm, injury, or damage which may arise from my/our use of or presence at the dog park and surrounding property, including, without limitation, the risk of bodily injury to me/us resulting from dog bites, viruses, or parasites, the risk of bodily injury, illness, or disease to my/our dog(s), the condition of the property, or the negligent or deliberate act of another person. The undersigned hereby accept(s) any and all responsibility for his/her/their own safety and welfare and the safety and welfare of my/our dog(s) while at the dog park and surrounding property;

2) I/we agree to forever release, discharge, waive, and relinquish any and all actions or causes of action of liability against CIDPA, Inc., the City of Columbus, the Columbus Parks and Recreation Department, and the members, employees, directors, officers, and agents of CIDPA, Inc., the City of Columbus, and the Columbus Parks and Recreation Department (collectively, the "Released Parties"), for any injuries, damages, losses or claims, whether known or unknown, including but not limited to, claims related to personal injury, property damage, wrongful death, and injuries, and illness, disease, or injury to my/our dog(s), which arise during or as a result of my/our use of or presence at the dog park and surrounding property or my/our dog(s) use of or presence at the dog park and surrounding property, whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I/we release and forever discharge the Released Parties from all such claims;

3) I/we agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including but not limited to reasonable attorneys' fees and other costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I/we (or anyone claiming by, under or through me/us) or any third party may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or as a result from my/our use of or presence at the dog park and surrounding property, or my/our dog(s) use of or presence at the dog park and surrounding property, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4) I/WE HAVE READ AND UNDERSTOOD THIS AGREEMENT. I/WE UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT, I/WE SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO SUE. I/WE DO SO FREELY AND VOLUNTARILY.

Each adult (aged 18 years or older) in the household must sign:

Signature Date

Name (printed)

Signature Date

Name (printed)

For minors (17 years of age or younger):

As the parent or guardian of a minor child, I execute this release on my behalf of my minor child and agree to its terms.

Signature of Parent or Guardian of Minor Date

Name of Parent or Guardian (printed)

Name of Minor Child (printed) Age of Minor Child