

Warning of Risk

By participating in this activity you must understand that you are at your own risk (and the risk of your dog). You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity. Dog activities are intended to provide a fun and rewarding experience for you and your dog. Despite careful and proper preparation, there is still a risk of serious injury, including death to the dog, its owner/handler, or other persons or animals. Risks associated with all dog parks include:

- The propensity of any dog to behave in dangerous ways that may result in injury
- The inexperience, negligence, or irresponsibility of a dog owner/handler
- The inability to predict a dog's reaction to movement, sounds, persons, or other animals
- Actions by the dog due to fright, anger, stress, or insect bites
- Natural reactions by the dog such as jumping, pulling, resisting, and biting
- Environmental and traffic conditions
- Acts of God
- Inclement weather
- Slips and falls
- Premises defects
- Equipment failure
- Failure in instruction/supervision
- All other circumstances inherent to dogs and/or outdoor activities

Should you attempt to break up a dog fight or restrain a dog, including but not limited to your dog, you may be severely mauled and/or attacked by your dog or other dogs. In consideration for permission to use the BARKLEY'S Dog 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 the BARKLEY'S Dog Park.

Acceptance of this release and adherence to the BARKLEY'S Dog Park Rules & Regulations are conditions of usage. Park privileges may be revoked for non-compliance as may be required or assessed by BARKLEY'S employees, managers, or officers.

Waiver and Release:

I acknowledge that this park is not directly supervised by any agent of BARKLEY'S and I assume any and all risks associated with the usage of the dog park, including fixtures and equipment, in an unsupervised and self-directed manner.

I acknowledge that neither BARKLEY'S Midtown, LLC, nor the property owner Louisiana Hadley, LLC carries additional insurance beyond what is required for the operation of a restaurant / bar.

I assume the full risk of and responsibility for any injuries, damages, loss, liability, costs, and expenses, regardless of severity, extent, or amount, that (a) I, my dog, or any other person accompanying me might sustain or incur as a result of my presence in this park or (b) any other person or animal might sustain as a result of my or my dog's actions or conduct in connection with my presence in this park.

I agree to waive, relinquish, release, and forever discharge BARKLEY'S, and their officers, employees, and agents, as well as the property owners from any and all claims or causes of action for damages, injury, loss, liability, or expenses that I may now have or which may accrue hereafter to me or any other person claiming through my or on my behalf and arising out of, connected with, or in any way associated with use of this park.

I agree to indemnify, defend, and hold harmless BARKLEY'S, and their officers, employees, and agents, as well as the property owners from and against any and all losses, claims, damages, liabilities, cause of actions, and expenses (including but not limited to court costs and attorney fees) resulting directly or indirectly from my use of this park, including without limitation any losses, claims, damages, liabilities, cause of actions, and expenses on account of personal injury to or death of any person or animal, or damages to property of any person or entity.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WARNING OF RISK, ASSUMPTION OF RISK, AND WAIVER AND RELEASE OF ALL CLAIMS. THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

Printed Name: _____

Signature: _____

Date: _____