



**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND
INDEMNIFICATION**

***PLEASE READ CAREFULLY BEFORE SIGNING!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!***

Acceptance of the terms and conditions of this Assumption of Risk, Release and Waiver of Liability and Indemnification (“Release”) and understanding of and adherence to the Rules and Regulations governing the dog park are conditions of participating and using the dog park facilities.

Assumption of Risk

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the off-leash dog park located at Little Willies RV Resort (the “Dog Park”) and operated by S&A of Arcadia, Inc. I fully understand and acknowledge that unleashing my dog and being physically present at the Dog Park involves risks of injury to me, any individual accompanying me, other people, my dog(s) and other dog(s), including by 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 S&A of Arcadia, Inc. to ensure owners have complied with the rules and regulations governing the Dog Park, there is a risk that not all dogs present in the Dog Park are licensed and vaccinated for rabies as required, which could result in injury to a person or dog. I understand that additional risks include, but are not limited to, injury or damage resulting from dog fights, dog bites, theft or capture, dogs escaping, vegetation or standing water that may be poisonous, insects and wildlife, trips or falls and improper vaccination. I understand that no agent or employee of S&A of Arcadia, Inc. or Little Willies RV Resort will supervise the Dog Park at any time, nor does S&A of Arcadia or Little Willies RV Resort assume liability for any loss or damage for any kind of injury sustained by any human or dog while using the Dog Park. I therefore assume all risks associated with using the Dog Park, as well as fixtures and equipment located therein, in an unsupervised and self-directed manner.

Waiver and Release

I hereby release and forever discharge and hold harmless S&A of Arcadia, Inc. and Little Willies RV Resort and their employees, agents, successors and assigns from any and all liability, claims, damages, rights of action and demands of whatever kind or nature, either in law or in equity, which exist now or may hereafter arise

resulting from my use or intended use of the Dog Park. I understand that this Release discharges S&A of Arcadia, Inc. and Little Willies RV Resort from any liability or claim that I may have against them, with respect to any bodily injury, personal injury, illness, death or property damage that may result from my use or intended use of the Dog Park, whether caused by the negligence of S&A of Arcadia, Inc., or its officers, directors, employees, agents or otherwise. I also understand that S&A of Arcadia, Inc. and Little Willies RV Resort do not carry health, medical or disability insurance coverage for me, and they do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

Indemnification

I further agree to hold S&A of Arcadia, Inc. and Little Willies RV Resort and their employees, agents, successors and assigns harmless from, and to defend them against, and to indemnify S&A of Arcadia, Inc. and Little Willies RV Resort for any liability or loss that they may sustain as a result of claims, demands, costs, or judgments by or to any person or property arising from my conduct or use of the Dog Park, now and in the future.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Release are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Release.

I have carefully read this Assumption of Risk, Release and Waiver of Liability and Indemnification and understand and fully agree with its contents. I have also reviewed the Rules and Regulations governing the Dog Park and agree to comply with them.

Print Name Clearly: _____

Signature: _____ Date: _____

Co-Owner Name: _____

Signature: _____ Date: _____