

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

### Annabelle's Canine Station Facilities Rental

1161 E. Clark Rd, Ste 262

DeWitt, Mi 48820

In consideration of the rental use of the Annabelle's Canine Station facilities I \_\_\_\_\_ [renter & participants collectively referred as "**Renter**"], and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Annabelle's Canine Station** and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or subsidiaries acting for them (hereinafter collectively referred to as "**Releasees**"), on behalf of myself and my children, parents, heirs, assigns, personal representative, event participants (human and animal) and estate, and also agree as follows:

1. I acknowledge that all activities while renting Annabelle's Canine Station' facilities (Dog Park, etc) involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

In consideration for permission to use the dog park, the **Renter** agrees to adhere to the following guidelines.

1. All dogs must be vaccinated for rabies and able to provide proof of all vaccinations. Unhealthy, sick dogs will not be allowed.
2. Dogs **MUST** be leashed prior to entering and exiting the room.
3. Limit of 2 dogs per renter, 3 dogs must have two adults present.
4. Children under fourteen (14) are not permitted in the room during open floor activities.
5. All dogs must be under the renter's constant observation and control. If renter leaves for bathroom, dogs must accompany renter.
6. Renter must clean up after their dog(s) and **tie the bags**. Clean up stations are for clean up bags only. Please bring your own trash containers and bags for non fecal wastes. The success of the open floor and the availability of future rental opportunities depends on Renters leaving it cleaner than they found it.
7. Use equipment responsibly, if unsure how to use any equipment safely please do NOT use. Return all equipment to where it was found.
8. Management of Annabelle's Canine Station reserves the right to terminate a rental due to failure to follow these guidelines, misuse of the facility and/or misconduct by the Renter. Renter will be held responsible for any damage done to the property during the rental.

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Each **Renter** is responsible for the actions of their dog(s). Under Michigan law, dog owners are responsible for damages or injuries inflicted by their dog(s). Owners must report all biting incidents to Ingham County Animal Control. If a dog bites another dog or a person, the incident must be reported, rabies vaccinations must be confirmed and witnesses must identify themselves and provide information.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_

Date \_\_\_\_\_

Date of Rental \_\_\_\_\_

Rental Time \_\_\_\_\_