

COLONIA ENCANTADA HOMEOWNERS ASSOCIATION, INC.

Release and Indemnification Form for Dog Park Usage

PARTICIPANTS: (Name of all people and Address)

Please print clearly.

DATE: _____

I, as one of the Participants and the parent or guardian of any Participant named above under eighteen, am eighteen years of age or older and have voluntarily decided to use, with my dog(s), the dog park (the "Park") provided by Colonia Encantada Homeowners Association, Inc. (the "Association"). I acknowledge that the nature of this activity may expose myself, my child(ren), and my dog(s) to hazards or risks that may result in illness, personal injury or death and I understand and appreciate the nature of such hazards and risks. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and I agree to assume the risk that this may result in aggressive, vicious, and dangerous behavior by dogs present in the Park. I further understand and assume the risk that not all dogs present in the Park have received the vaccine for Rabies, Distemper, Parvo, or other diseases or conditions, which could result in illness of or injury to me, my child(ren), or my dog(s). I further understand and assume the risk of the following: dog fights; dog bites and other injuries to humans or dogs; dog theft or unlawful capture; dog escape from the Park; plants and/or water sources in the Park or adjoining Association common area which may be toxic or poisonous to dogs; burrs or seeds on vegetation in the Park or adjoining Association common area that could become tangled in a dog's coat or lodged in a dog's feet, ears, nose, or eyes; mosquitoes, ticks, chiggers, fleas, and other insects; and wild animals or stray dogs, all of which could injure, infect, or kill myself, my child(ren), or my dog(s). I expressly assume all of these risks. I acknowledge that the Association is not providing supervision for myself, my child(ren), or my dog(s), and that I am solely responsible for such supervision.

In consideration of the Participants' use of the Park, I hereby accept all risk to the health of myself, my child(ren), and my dog(s) and of our injury or death that may result from such use, and I hereby release the Association, its governing board, officers, employees and representatives from any and all liability to me or my child(ren), our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to our property and for any and all illness or injury to myself, my child(ren), or my dog(s), including death, that may result from or occur during our use of the Park, whether caused by negligence of the Association, its governing board, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Association and its governing board, officers, employees, or representatives, to the fullest extent permitted by law, from liability for the injury or death of any person(s), dog(s), or other animals and damage to property that may result, in whole or in part, from any act or omission of myself, my child(ren), or my

dog(s) while using the Park. The Association shall control the defense provided by Participant pursuant to this provision, and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity that would otherwise exist as to any party or person described in this paragraph.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH OF MYSELF, MY CHILD(REN), OR MY DOG(S) OR DAMAGE TO OUR PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON OR DOG AND DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF MYSELF, MY CHILD(REN), OR MY DOG(S).

_____ (Initial Here) I certify my dog is up to date on inoculations, parasite free, and in good health.

Printed Name of Participant Date

Signature of Participant Date

Printed Name of Participant Date

Signature of Participant Date

Printed Name of Witness Date

Signature of Witness Date