

Release of Claims, Indemnity and Hold Harmless Agreement

Acceptance of the terms and conditions of this release and adherence to dog park rules are conditions of participating in the Town of Dedham's Dog Park(s) approval, retention, and renewal. Dog Park Tag(s) may be revoked for noncompliance.

I, _____, in consideration of my participation and use of designated dog park areas in parks operated by the Town of Dedham and for other good and valuable consideration hereby acknowledged, do hereby agree in behalf of myself, my heirs, and personal representatives, to forever RELEASE the Town of Dedham, Massachusetts and its employees, agents, Park and Recreation Commission, staff, representatives, officers, volunteers, successors, assigns, or contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries or property damage which I may have as the result of my participation and use of designated dog park areas in parks operated by the Town of Dedham and all activities related thereto.

I further assume all risks associated with use of the dog parks and acknowledge that such participation is voluntary and self-directed and not directly supervised by an agent or employee of the Town of Dedham and may expose me, my dog(s) or my property to the risks resulting from such participation and use, from unleashing my dog and from being physically present at a dog park area, including, but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training and that, despite efforts of the Town of Dedham to ensure that owners have complied with license and vaccination requirements, there is a risk that not all dogs present in the dog park will be licensed and vaccinated for rabies . Additional risks include, but are not limited to, dog fights, dog bites, theft or unlawful capture, escape over and under fences, vegetation or standing water that may be unhealthy or poisonous if consumed, burrs or seeds that may become lodged in the dog's coat, feet, eyes, nose, or ears, mosquitoes, ticks, fleas and other insects, and wildlife typically found in a park such as snakes, raccoons, and opossums. I therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries, including death, sickness, injury and disease, to myself, my dog(s) or others and their dog(s) or property damage resulting from my participation and use of designated dog park areas in parks operated by the Town of Dedham or administration of first aid.

I hereby further covenant for myself, my successors, assigns, heirs and personal representatives not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above mentioned parties from liability and defend and indemnify said parties from liability relating to any accident and resulting injuries to others and/or death that may occur as a result of my participation and use of designated dog park areas in parks operated by the Town of Dedham.

By signing this Release of Claims, Indemnity and Hold Harmless Agreement, I hereby acknowledge that the information I have provided is accurate and truthful to the best of my

knowledge. I realize that falsification of information may result in revocation of dog park use privileges.

I have carefully read the Dog Park Rules and Regulations (as provided as part of this registration packet) and agree to abide by them. I realize that non-compliance with dog park rules and regulations may result in revocation of dog park use privileges.

I have carefully read this release of liability, and understand and voluntarily agree with and accept its terms and conditions.

Witness my hand and seal this _____ day of _____.

Name (Printed)

Signature

Signature

Witness

NOTE ANY PARTICIPANT UNDER THE AGE OF 18 MUST ALSO SUBMIT THE ATTACHED PARENTAL CONSENT, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT.

THIS FORM MAY NOT BE ALTERED

PARENTAL CONSENT, RELEASE FROM LIABILITY AND
INDEMNITY AGREEMENT

(to be completed if a Participant is under the age of eighteen)

I/We, the undersigned father, mother or guardian (*circle or insert legal relationship to minor volunteer, e.g., "parent," "guardian"*) of _____ (*insert name of minor volunteer*) ("my child"), a minor, do hereby consent to my child's participation and use of designated dog park areas in parks operated by the Town of Dedham.

In consideration of my child being allowed to participate and use designated dog park areas in parks operated by the Town of Dedham, I/We also agree to forever RELEASE the Town of Dedham, Massachusetts, its Park and Recreation Commission, and all of their successors, employees, staff, officers, agents, board members, representatives, volunteers, contractors and any and all individuals and organizations assisting or participating in programs of the Park and Recreation Commission and/or the Town ("the Releasees") from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries to my child or property damage resulting from my child's participation and use of designated dog park areas in parks operated by the Town of Dedham which I/we or our child may now or hereafter have as the parent(s) or guardian(s) of said minor child and which said minor child has or hereafter may acquire, either before or after reaching majority.

I/We further acknowledge that such participation is voluntary and self-directed and not directly supervised by an agent or employee of the Town of Dedham and may expose said minor child to the risks resulting from such participation and use, from unleashing my/our or our child's dog and from being physically present at a dog park area, including, but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training and that, despite efforts of the Town of Dedham to ensure that owners have complied with license and

vaccination requirements, there is a risk that not all dogs present in the dog park will be licensed and vaccinated for rabies . Additional risks include, but are not limited to, dog fights, dog bites, theft or unlawful capture, escape over and under fences, vegetation or standing water that may be unhealthy or poisonous if consumed, burrs or seeds that may become lodged in the dog's coat, feet, eyes, nose, or ears, mosquitoes, ticks, fleas and other insects, and wildlife typically found in a park such as snakes, raccoons, and opossums.. I/we therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to my/our child, including death, sickness, and disease, to myself/ourselves, or our child or property damage resulting from my/our child's participation and use of designated dog park areas in parks operated by the Town of Dedham or administration of first aid.

I/We further affirm that I/we have read this Consent, Release from Liability and Indemnity Agreement, and that I/we understand the contents of this Agreement. I/We understand that my/our child's participation in these programs is voluntary and that my/our child and I/we are free to choose not to participate in said programs. By signing this Agreement, I/we affirm that I/we have decided to allow my/our child to participate and use designated dog park areas in parks operated by the Town of Dedham with full knowledge that the Releasees will not be liable to anyone for personal injuries and/or death and property damage my/our child or I/we may suffer in such voluntary participation and use of designated dog park areas in parks operated by the Town of Dedham.

Signed: _____

Parent(s) or Guardian(s) of

Student/Participant

This form may not be altered