



## NASSAU HUMANE SOCIETY DOG PARK MEMBERSHIP APPLICATION (Reverse Side)

### Contract Regulations

By signing this contract you, the Buyer(s), have purchased for your dog(s) a membership to Nassau Humane Society Dog Park. Buyer(s) agree that the membership fee is non-refundable unless Nassau Humane Society Dog Park is no longer able to provide a substantial number of the services offered when this contract was signed, in which case Buyer(s) will receive a prorated refund.

Buyer(s) agree that the membership is not transferable to another dog owner. Other dogs owned by the Buyer(s) may be substituted for those named on the application provided they meet all of the park requirements and approved by the park management.

Additional dogs owned by the Buyer(s) may be added to those named above provided they meet all park requirements and the difference in membership rate is paid.

Buyer(s) may cancel this contract without penalty and receive membership refund (minus initiation fee) within 7 calendar days of the date membership begins. Nassau Humane Society Dog Park reserves the right to deny entry to the facility or membership in the facility for any reason, and to terminate membership or expel a person and/or dog from the facility for any reason. If Nassau Humane Society Dog Park terminates a membership, the corporation reserves the right to return pro-rated fees or no fees.

### Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement

Nassau Humane Society Dog Park has created a park for dogs and their owners to enjoy together. I understand that the use of this park and other Nassau Humane Society Dog Park facilities means that I am taking certain risks of injury to myself, my minor children (under 18), my guests, my dog and my property. I realize that when dogs are around strange people and other dogs, accidents or injuries may result, and that dogs, people, and property might be injured or damaged.

Because I want to use and enjoy Nassau Humane Society Dog Park and its facilities, I hereby agree to assume these risks for myself, my guests, my minor children, my dogs, and my property. I agree that it is solely my responsibility to determine whether Nassau Humane Society Dog Park property itself and any particular situation involving other members, guests and dogs is safe for myself, my minor children (under 18), my guests, my dogs, and my property. I expressly assume the risk of personal injury or property damage arising out of or related to my use of Nassau Humane Society Dog Park.

In exchange for the opportunity to use Nassau Humane Society Dog Park, I hereby release, discharge, and hold harmless the City of Fernandina Beach and its representatives, officers, employees, and agents and the Nassau County Humane Society (including but not limited to its operations involving Nassau Humane Society Dog Park) and Humane Society (and Nassau Humane Society Dog Park) officers, directors, volunteers, shareholders, property landlords, appointees or representatives, employees and contractors from any and all liability, claims, demands, causes of action, or any other legal cause arising out of or related to loss or damage or injury to person or property, including any death or serious injury which may result while I, my minor children (under 18), guests, or my dogs are at Nassau Humane Society Dog Park. I also agree to be responsible for my, minor children, guests and my dogs and for any liability caused by me, my minor children, guests and my dogs.

I further agree to hold harmless and indemnify the City of Fernandina Beach and its representatives, officers, employees, contractors, and agents, and the Nassau County Humane Society (including but not limited to its activities involving Nassau Humane Society Dog Park) and its officers, directors, volunteers, shareholders, property landlord, or appointees or its employees, contractors and agents for any claims, causes of action, lawsuits or judgments against any of the foregoing entities or persons that are asserted because of any action or inaction of myself, my minor children (under 18), my guests, or my dogs. This indemnification shall include court costs and attorney fees and costs, including costs of appeal.

I have read, understand, and agree to abide by all of the Contract Regulations, Nassau Humane Society Dog Park Rules, and the Indemnity Agreement, Release and Waiver of Liability and Assumption of Risk. I understand that Nassau Humane Society Dog Park management reserves the right to alter or amend its rules at any time. I intend for this release to be binding upon my heirs, beneficiaries, next of kin, personal representative or executor and assignees.