



Member# _____

Last Name _____

The Backyard at Sutherland's PetWorks Facility Use Agreement & Release of Liability

You are solely responsible for supervising your dog and determining whether or not this is an appropriate activity to participate in. You must understand that you and others who accompany you are participating in this activity at your and their own risk (and risk of your dog). Dogs and park members of varying degrees of skill, training and experience use this facility. You are responsible for determining if you and/or your dog are physically fit and/or adequately skilled to use this facility. It is always advisable for you and your dog to consult a physician, veterinarian and dog trainer before undertaking in any dog park activity.

When this Waiver & Release refers to "your dog", "my dog", or the "owner" of a dog, it includes you whether or not you are the legal owner of the dog, since you are the person responsible for the dog while using The Backyard at Sutherland's Petworks and surrounding areas. Sutherland Farms Holdings, LLC is referred to as Sutherland's PetWorks and The Backyard at Sutherland's PetWorks.

WARNING OF RISK

Dog activities are intended to provide a fun and rewarding experience for a dog and it's owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death to the dog, it's owner/handler or other persons or animals. Dogs are pack animals and when "off lead", even the best-trained dogs will act instinctively. Not all hazards and dangers associated with dog activities can be foreseen. Certain inherent risks include the propensity of any dog to behave in dangerous ways that may result in injury or death to you, another person or animal, or property. Other risks include, but are not limited to, the inexperience, negligence or irresponsibility of a dog owner/handler; the inability to predict a dog's reaction to sound, movements, objects, persons, or other animals; and actions by the dog due to fright, anger, stress, insect bites, or natural reactions such as but not limited to jumping, pulling, resisting and biting. Other risks include the hazards associated with environmental and traffic conditions, acts of God, inclement weather, slip and falls, premises defects, equipment failure, and all other circumstances inherent to premise activities and animals.

Should you attempt to break up a dog fight or restrain a dog, including but not limited to your dog, you may be attacked and severely mauled by the dog(s) or attacked by other dogs' owners/handlers. It must be recognized that it is impossible for The Backyard at Sutherland's PetWorks to guarantee safety. All actions are your responsibility.

WAIVER AND RELEASE OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

Owner/Handler Initials

Member# _____

Last Name _____

Please read this form carefully and be aware that in consideration for permission to use The Backyard at Sutherland's PetWorks and surrounding area, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your dog or property might sustain.

I recognize and acknowledge that use of The Backyard at Sutherland's PetWorks and the surrounding area and participating in dog activities entails certain risks of damage, loss or injury to animals, persons or property (including, but not limited to me, other persons, my dog and other dogs). I voluntarily agree to assume the full risk of and responsibility for any injuries, damages, loss, liability, costs and expenses, regardless of severity, extent or amount, that (a) I, my dog or any other person accompanying me might sustain or incur as a result of my presence in this facility and surrounding area or my participating in any and all activities connected with or associated with The Backyard at Sutherland's PetWorks and surrounding area; or (b) any other person or animal might sustain as a result of me or my dog's actions or conduct in connection with or arising out of my presence at The Backyard at Sutherland's PetWorks and surrounding area or my participating in any and all activities connected with or associated with use of The Backyard at Sutherland's PetWorks and surrounding area.

I do hereby agree to waive, relinquish, release and forever discharge Sutherland Farm Holdings, LLC, and it's shareholders, officers, directors, employees, managers, property landlord, volunteers, contractors and agents from any and all claims or causes of action for injuries, damages, loss, liability or expenses that I may have or which may accrue hereafter to me or any other person claiming through me or on my behalf and arising out of, connected with, or in any way associated with the use of The Backyard at Sutherland's PetWorks and surrounding area.

I further agree to indemnify and hold harmless and defend Sutherland Farm Holdings, LLC and it's shareholders, officers, directors, employees, managers, property landlord, volunteers, contractors and agents from and against any and all losses, claims, damages, liabilities, cause of actions, and expenses (including but not limited to court costs and attorney fees), occurring, growing out of, incident to, or resulting directly or indirectly from use of The Backyard at Sutherland's PetWorks and surrounding area, including without limitation any losses, claims, damages, liabilities, cause of actions and expenses on account of personal injury to or death of any person or animal, or damages to property of any person or entity (including but not limited to Sutherland Farm Holdings, LLC).

By signing below, I certify that I have read and understand the above and agree to abide by the terms of this agreement.

Signature

Date

Printed Name

Owner/Handler Initials