## Waiver and Release of Liability

Brew Park Plymouth, LLC d/b/a Brew Park (“Brew Park”), 2605 Fernbrook Lane N Ste J | Plymouth, MN 55447

By signing this document, you will waive certain legal rights, including the right to sue or claim compensation following an accident, significant injury or death to yourself, or your dog(s). Please read carefully.

**Express Assumption of Risk**

I recognize there is risk involved in bringing my dog to and entering Brew Park. I understand and acknowledge that dog parks are intended to provide a fun and rewarding experience for myself and my dog(s). I acknowledge that my physical health, and the health of my dog(s) are in a condition compatible with participating at Brew Park. I acknowledge that I should seek medical advice if I know or suspect that my condition or the condition of my dog(s) may be incompatible with Brew Park. I acknowledge that my dog(s) is/are current on their Rabies, Distemper, and Bordetella vaccinations prior to entering Brew Park. I acknowledge that am solely responsible for determining whether or not this is an appropriate activity for my dog(s). I, the undersigned, am aware that there are significant risks involved in using a dog park. These risks include but are not limited to: falls which can result in serious injury, injury or death due to negligence on the part of myself or other people around me, and injury or death due to dog(s). I assume full responsibility for the risks that I am exposing myself and my dog(s) to and accept full responsibility for any injury or death that may result from my and my dog(s) participation at Brew Park.

**Release & First Aid Authorization**

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available through Brew Park, I release Brew Park, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in activities offered by Brew Park, wherever located, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with Brew Park to administer first aid as is deemed necessary at the time, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

**Use of photographs/videos/image likeness**

I agree to allow Brew Park and its agents, employees or assigns, the right to use photographs, videos of and/or image likeness of me, and/or the dog for which I own, for use in any publication such as advertising, direct mail, brochures, newsletters, display boards, and to use such photographs in electronic versions of the same publications or on web sites or other electronic form or media. I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any such use, alteration, distortion, or illusionary effect or other use in any composite form. I agree that this release does not in any way conflict with any existing commitment on my part.

**Indemnification**

I agree to indemnify and hold harmless Brew Park, their principals, agents, employees and volunteers from liability for the injury or death of any person(s), dog(s), and all damage to property that may result from my acts at Brew Park’s facilities or while participating in activities offered by Brew Park. I agree that any controversy, claim or potential cause of action arising out of, or relating to this Agreement, or a breach thereof, by any party to this Agreement shall be subject to mandatory arbitration.

**Rules:** I will comply with all of the applicable rules, regulations, and instructions of Brew Park and its employees.

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**I have read and understood the foregoing. I understand that by checking the box on the website, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my acts or omissions. I understand that by signing this form I am waiving valuable legal rights.**