



## RELEASE OF LIABILITY – READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATION IN ANY/ALL DAYCARE, ACTIVITIES, TRAINING, EVENTS, FACILITY RENTALS, RECREATIONAL OR OTHERWISE, ASSOCIATED WITH USE OF UNDER THE SUN DOGGIE DAYCARE AND DOG PARK, LLC (UTS) AT 6540 Vincent Drive, 790 and 740 Dublin Blvd., Colorado Springs, CO 80918 AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE FOLLOWING ENTITIES OR PERSONS FOR ALL CLAIMS OF LIABILITY OF ANY NATURE WHATSOEVER IN CONSIDERATION FOR BEING PERMITTED TO THE FACILITIES, GROUNDS AND PARTICIPATE IN EVENTS, ACTIVITIES, AND ANY OTHER USE OF THE FACILITIES: Under the Sun Doggie Daycare and Dog Park, LLC (“UTS”) and any of its Affiliates, Subsidiaries, Lessees, Principals, Partners, Owners, Landlords, Officers, Employees, Volunteers, Vendors, Agents, Representatives, or Participants (hereinafter the “Releasees”).

**Risks:** I acknowledge that the activities may not be supervised and may carry with them the potential for death, serious bodily injury, mental anguish, and property loss or damage to participants. I further understand that the facility and grounds are intended to be used by persons and animals in good health and fully capable of engaging in the Daycare, Activities, Trainings, Events, or Facility Rentals safely. I understand that a medical or veterinary professional should determine the health and fitness of participants and animals their ability to engage in the Activities. Any risks to participants and animals may include but are not limited to: those caused by animals, terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, physical fitness and ability, and actions, negligence, or carelessness of the Releasees. To further protect all Releasees, I certify that the individuals and animals identified herein are free of any medical condition that might create undue risk in me, other persons, or other animals.

**Parent / Guardian Certification:** I hereby certify and warrant that I am the adult parent or legal guardian of, and/or legally responsible for, the minor child/children identified herein, and I consent to his/her/their participation in the Activities. I understand and acknowledge that I am fully aware of and assume the risks of said minor child’s/children’s participation in the Activities. I recognize my responsibility to ensure that said minor child/children participate only in those activities for which he/she/they have the required skills, qualifications, training or physical conditioning and that such child/children does/do not have any medical condition that might create undue risk for themselves or others. I understand that the Releasees shall have no responsibility to pay for damages, injury, medical treatment and/or any related costs if said minor child/children are injured or harmed in any way.

**MEDICAL RELEASE AND CONSENT TO TREAT:** First and foremost, the safety and well-being of you and your dog(s)/animal(s) is of the highest importance. Ensuring that you and your animal remains safe and well cared for is our first responsibility and as such we take it very seriously.

Accordingly, I certify that my dog is in good medical health, is up to date on all required vaccinations (Vaccination Requirements for all Services: 3 rounds of DHPP, Current Bordetella (kennel cough), Current Influenza, Current Rabies), and illness free and no signs of vomiting, diarrhea, open wounds, runny eyes, nasal discharge, fever, and/or cough for the last 14 days. Canine Bordetella, canine Influenza, and other viral infections can be very contagious. These infections can be easily transmitted through the air in group play environments. Under the Sun highly recommends that your dog be vaccinated 7-10 days prior to using our services. It is important to know that sometimes these vaccines do not protect from all strains of Bordetella and Influenza. Under the Sun takes pride in sanitization and cleanliness and takes extra precautions.

Under the Sun will not be held responsible for costs or treatment associated if your dog contracts canine Bordetella, canine Influenza, or any other viral infection.

In case of a medical emergency, I hereby give consent and permission to Under the Sun and its representatives and/or volunteers to order treatment for myself, my children, and my dogs including any necessary transportation, medical treatment and/or x-rays. I also hereby give consent and permission to Under the Sun and its representatives and/or volunteers to disclose any medical information contained in the Emergency Medical Information to medical personnel. I agree to pay all medical, hospital or other expenses which may be incurred by me, my children, and my dogs as a result of such treatment.

\*If a medical emergency occurs while your dog is on site, UTS will notify the owner as quickly as possible. In the event of illness/death your pet will be taken to your designated veterinarian and maintained for pick up or further action.

**Consent to Receive Medical Treatment:** I hereby consent to receive emergency medical treatment which may be deemed advisable by Releasees in the event of injury, accident, and/or illness during these Activities.

**Consent to Call 911:** I hereby consent to Releasees calling 911 which may be deemed advisable by Releasees in the event of injury, accident, and/or illness during these Activities.

**Assumption of Risk:** In consideration for permitting me and/or the minor child identified herein to participate in any of the Activities, and knowing the risks, which are not limited to those described above, I agree, personally and/or on behalf of the minor child/children named or referenced herein, to assume all the risks and responsibilities surrounding my and the minor child's/children's participation in the Activities. To the fullest extent allowed by law, I waive, release, hold harmless and agree to indemnify the Releasees, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I or said minor child/children may suffer, related to my or said minor child's participation in the Activities, resulting from any cause whatsoever, and regardless of fault. This agreement shall bind my heirs, executors, assigns, legal representatives or any other person who may assert the released claims.

**Use of Images and Likenesses**

I hereby give permission for images of myself, my children and my dogs and animals captured during participating in Under the Sun services and events through video, photo and digital camera, to be used for the purposes of promotional material and publications and waive any rights of compensation or ownership thereto.

**Certification of Consent:** I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND IT AND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT FOR A FULL RELEASE OF LEGAL LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE IMPORTANT INFORMATION, WARNING OF RISK, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF ALL CLAIMS.

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Adult Participant Name

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Participant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Animal Name

\_\_\_\_\_  
Minor Participant Name (Age)

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Animal Name

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Minor Participant Name (Age)

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Animal Name

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Minor Participant Name (Age)

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Minor Participant Name (Age)

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Minor Participant Name (Age)