



Doggie Dip at Splish Splash!

9/12/2022

LIABILITY WAIVER & RELEASE

Guest's Full Legal Name

[please print clearly]: _____

[please sign]: _____

All Dogs Must be Owned and Controlled at all times by a person at least 18 years of age – no minors.

Address: _____

Phone & Email: _____

Verification of Customer Identification:

[Driver's license or other government-issued ID] – **Note the ID type and #**

**This form is for Guests who desire to bring their domesticated dog into Splish Splash for the "Doggie Dip" experience only.
This form is NOT for a guest accompanied by their legally-verifiable Service Dog.*

CHECK EACH BOX Below & SIGN to indicate your agreement and understanding

You are Liable & Responsible for Your Dog ("Dog") at All Times –Limit one (1) Dog Per Guest

☐ I understand and agree that I am solely liable for any and all damages related to my Dog, and for any claims or suits of any kind or nature brought by any party, in connection with my Dog. I understand that other people will have Dogs, and that there are wild animals in and around Park property (e.g., birds, squirrels, raccoons, skunks, deer, etc.). Limit one (1) dog per guest.

☐ I represent and warrant that (i) my Dog is not aggressive or dangerous, and does not have any history of attacks on persons or other animals; (ii) I am fully capable of controlling my Dog and its behavior at all times, and that I will do so at all times while on, in or around Park property; and (iii) my Dog does not have any communicable diseases, infections or illnesses, or any other issues which would pose a threat of harm to people or animals, and my Dog is not in "heat."

You Agree to Follow All Rules at All Times

☐ I will follow all staff rules and direction, including without limitation, on where I may and may not bring my Dog (which is and shall remain in the sole discretion of Park staff at all times), where my Dog may relieve itself, and what activities my Dog may participate in. In any event, **I shall immediately pick up, secure in a tied bag, and dispose of, all Dog waste, into a proper garbage can.**

Park Makes NO Representations or Warranties – You Proceed at Your Own Risk

☐ This Park does not make any representations or warranties related to your decision to bring your Dog into the Park for this event, including without limitation, the care and safety of your Dog, or in relation to the safety of other dogs.

Waiver & Release – Your ASSUMPTION OF ALL RISKS and INDEMNITY

☐ I hereby waive and release any and all claims and causes of action against Splish Splash (including without limitation, Festival Fun Parks, LLC, and each of its affiliates, parent and subsidiary companies, investors, shareholders, officers, directors, managers, attorneys, agents, contractors, vendors, experts and consultants, insurers, marketing partners/promoters; collectively, the "Park"), relating to any injury, damage and/or death in relation to myself, minors under my supervision, or my Dog, including the death or injury of my Dog, regardless of how such injury or death may occur. Such waiver and release includes, but is not limited to, negligent acts or omissions of Park (including failure to warn, failure to screen other dogs or guests, or acts and other omissions), equipment, structures, rides and attractions, slippery surfaces, slip/trip/falls, vehicle accidents in parking lots, escape or loss of your Dog, attacks upon you or your Dog by other Dogs or wild animals, or any other potential hazard or mechanism of injury, death or loss, whatsoever. I expressly and voluntarily assume all risk of death or personal injury for myself and my Dog, whether or not caused by the negligence or other fault of the Park, or other parties/persons in, on or around the property.

☐ **Indemnity.** I agree to protect, defend, indemnify and hold harmless Park, from any claims, demands, liability, or expenses because of injury of any kind (physical, mental, emotional, etc.), emotional distress, sickness, water or air-borne illness, disease, wrongful death, property damage, loss of use of property, animal bites and rabies, or other related expenses, including but not limited to attorneys' fees and costs of investigation, arising out of or in any way arising from or in connection with my bringing a Dog to the Park or my participation in a "Dog-friendly" event.

YOUR DOG (AND/OR YOU) MAY BE REFUSED ENTRY, OR EJECTED AT ANY TIME, WITHOUT ANY REFUND OR OTHER FORM OF COMPENSATION, FOR ANY VIOLATION OF THE TERMS AND CONDITIONS HEREIN, OR IF THE PARK STAFF DETERMINES THAT YOU AND/OR YOUR DOG IS A THREAT OR BEING AGGRESSIVE, IS A HEALTH OR SAFETY CONCERN, IS NOT BEING PROPERLY CONTROLLED, OR IS CREATING ANY KIND OF DISTURBANCE.