

Wild Things Bark Park

Membership, Waiver and Release of Liability, and Arbitration Agreement

I, _____ on behalf of myself, my spouse, legal partner, children, wards, heirs, assigns, personal representatives, and estate (referred to as “I”, “my”, and “myself”), hereby enter into this “Wild Things Bark Park Membership, Waiver and Release of Liability, and Arbitration Agreement” (“Agreement”) with S L Harrison, LLC d/b/a Wild Things Bark Park and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, members, employees, independent contractors, volunteers, insurers, facility operators, and land owners (“Wild Things Bark Park”).

In consideration for membership, and the right to participate in any of the services or activities at Wild Things Bark Park’s dog park located at 2415 Washington Street, Bluefield, West Virginia 24701 (“Premises”), I agree to be legally bound to the following:

I. Warning of Risk

I understand that I am at my own risk and the risk of my dog. I am solely responsible for supervising my dog and determining whether the dog park is an appropriate service or activity for myself and my dog. I further acknowledge and agree that dog park services and activities have risks associated with them involving serious injury, including bodily injury and death to the dog, the owner/handler of the dogs, and/or other persons or animals. Other risks include, but are not limited to:

- The propensity of any dog to behave in dangerous ways towards humans or other animals that may result in injury;
- The inexperience, negligence, or irresponsibility of a dog owner/handler;
- The inability to predict a dog’s reaction to movement, sounds, persons, or other animals;
- Actions by the dog due to fright, anger, stress, or insect bites;
- Natural reactions by the dog such as jumping, pulling, resisting, and biting;
- Environmental and traffic conditions;
- Acts of God;
- Inclement weather;
- Slips and falls;
- Premises defects;
- Equipment failure;
- Failure in instruction/supervision; and
- All other circumstances inherent to dogs and/or outdoor activities.

In consideration for permission to utilize the services and activities at the Wild Things Bark Park, I expressly acknowledge and agree that I am assuming all known and unknown risks, and all legal liability to participate in the services and activities at the dog park.

I understand that the continued acceptance of this Agreement and adherence to the Wild Things Bark Park’s rules are conditions of membership and permitted entry upon the Premises. I further understand that my membership is non-transferable and may be revoked for any reason, at any time, in the discretion of Wild Things Bark Park.

II. Waiver and Release

I, as defined above, agree to indemnify, defend, hold harmless (including attorney fees and costs) SL Harrison, LLC DBA Wild Things Bark Park, as defined above, from any/all lawsuits, damages, claims, judgments, losses, liability, or expenses arising out of my relationship with Wild Things Bark Park, any services or activities I engage in on the Premises, my membership, or my general use of the Premises, including but not limited to, any personal injuries, property damage, or death (including any and all injuries suffered from other dogs) which I or my dog may sustain or cause while I am using the dog park, the Premises, or any associated equipment owned by, donated by, or under the control Wild Things Bark Park.

I understand and agree with the following:

1. Use of the dog park is self-directed and used with the understanding of “use at my own risk”.
2. Unleashing my dog and being present at the dog park involves risks of injury to me, any individual(s) accompanying me, other people, my dog(s) and other dog(s), including but not limited to, risks resulting from other dogs, unpredictable behavior, and lack of training.
3. Wild Things Bark Park does not guarantee that dogs in the park are safe or healthy, despite the efforts of Wild Things Bark Park to ensure owners have complied with Wild Things Bark Park registration procedures and rules, there is a risk that not all dogs present in the dog park are licensed and vaccinated as required by law.
4. Additional risks include, but are not limited to, dog fights, dog bites, theft, disappearance or unlawful capture, escape over and under fences, being knocked down, chased or tripped by a dog, and vegetation or standing water that may be unhealthy if consumed.
5. I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including children and minors) accompanying me and my dog (s).
6. Members must be 18 years of age to accompany/supervise a pet.
7. Individuals under the age of 18 years old must be accompanied by a legal guardian and a legal guardian’s acceptance of this Agreement bounds such minor individuals to the terms of this Agreement which may not be revoked at a later date.

I further understand and agree that Wild Things Bark Park does not provide continuous, ongoing, or even day-to-day on-site supervision of the dog park. Members are expected to adhere to Wild Things Bark Park rules and assist in monitoring the dog park; be responsible for their own behavior and that of their registered dog(s).

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless (including reimbursement of Wild Things Bark Parks’ reasonable attorneys’ fees and cost), Wild Things Bark Park from any and all claims, demands, or causes of actions, which are in any way connected with my participation in the services or activities related to Wild Things Dog Park’s invitees, guests, members, the Premises, equipment, or other facilities, including but not limited to, such claims which allege negligent acts or omissions.

III. Photo Release

By entering the Premise, I hereby grant to Wild Things Dog Park the irrevocable right and permission to photograph and/or record us on the Premises and to use the photograph and/or recording for all purposes, including, without limitation, advertising and promotional purposes and other commercial purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I further waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted by this release are without compensation of any kind.

IV. Mutual Arbitration

If a dispute arises with me and Wild Things Bark Park arising out of or relating to this Agreement, any alleged incident that occurs at the Premises, or any alleged violation of the law whether federal, state or local, both I and Wild Things Bark Park agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures available at <http://www.adr.org> before resorting to binding arbitration administered by the AAA in accordance with its Consumer Arbitration Rules.

The arbitration shall be governed by a single arbitrator licensed to practice law in West Virginia and West Virginia law shall apply to the arbitration. Any disputes as to what is arbitrable shall be submitted to the arbitrator, as opposed to any other forum and the arbitrator shall have the authority to issue injunctive remedies. The parties agree that no class or collective actions may be brought. The parties agree the arbitrator shall not possess the power to consolidate more than one person's claims and shall not preside over any form or representative, class, or collective actions. All in-person hearings will take place in Bluefield, West Virginia. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any non-binding arbitration hereunder without the prior written consent of both parties.

Member's Name (please print) _____

Child's Name(s) (please print with age) _____

Member's Signature _____

Member's Address _____

Contact Phone Number _____

Emergency Phone Number _____

E-Mail _____

Date _____

Payment & Pricing

<u>Non-Clients</u>	<u>Wild Things Clients</u>
\$15.00 Daily Rate	\$10
\$40.00 Monthly Rate	\$30
\$150.00 Six Month Rate	\$120
\$250.00 Yearly Rate	\$200

Once we receive this waiver along with your pet's current Vaccine record, as well as a negative fecal test, we will process your log-in information via E-mail. You may make your payment at the Wild Things' office or via PayPal. Please remember, your pet needs to be on a quality flea medication, be current on Distemper/Parvo, Rabies, & Bordetella vaccines before approval.

LOCK INSTRUCTIONS:

Once you are a member, you will receive an e-Mail with Organization ID and Temporary Password (WRITE THESE DOWN TO SETUP ACCOUNT). You will need to download the Master Lock Vault App to operate the gate.

Set up your app by using the Organization ID and Temporary Password E-mailed to you. Then, create your new password.

When you arrive at the gate:

Open your phone app.

Wake the lock (press any button on it and you'll see its LED light up)

Tap the blue key button on your app and the lock will unlock. To lock the padlock (press any button on it and you'll see its LED light up), close the shackle.

Repeat this process to exit the Park.

Note:

You will need to have your app running and your phone's Bluetooth and location services turned on (with your app authorized to access them)

For questions, please e-mail wildthingsblfd@gmail.com, call 304-325-7227, or message our Facebook page.