

RELEASE OF LIABILITY

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the Livingston Dog Park ("LDP"). I understand that the act of unleashing my dog(s) and being physically present inside the "LDP" necessarily involves risks of injury to me, other people, my dog(s), and other dogs, which risks are entirely my responsibility. I expressly assume all these risks. I further understand that dogs, irrespective of their training and usual past behavior of characteristics, may act or react unpredictably at times based upon instinct of circumstances, and I agree to assume that this risk may result from aggressive, vicious, and dangerous dogs, which may be present in the "LDP". I further understand and assume the risk that not all dogs present in the "LDP" have received the Rabies vaccine as required by law, and that not all dogs using the "LDP" have been vaccinated for Distemper or Parvo all of which could result in injury to me and my dog(s). Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants and/or water sources in the park may be poisonous to dogs; park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose, or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, opossums, or stray dogs could be present in the park, all of which might injure or infect your dog(s). I understand and expressly assume all additional risks.

It is my understanding that no agent or employee of Livingston Township will supervise the "LDP" at any time. I further understand that neither Livingston Parks and Recreation Department nor the Township of Livingston assumes liability for loss, damage, or any kind of injury sustained by any human or dog while using the "LDP". I therefore expressly assume all risks associated with using the "LDP", as well as fixtures and equipment located therein, in an unsupervised manner.

By signing this release of liability and using the "LDP", I hereby fully and forever release and discharge Livingston Recreation and Parks, Township of Livingston, Friends of Livingston Dog Parks and their employees and agents from any and all claims, demands, damages, rights of action, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said "LDP" premises, facilities or equipment. I fully and forever release and discharge Livingston Recreation and Parks, Township of Livingston, Friends of Livingston Dog Parks, and their employees and agents from any and all negligent acts and omissions in the same, and intended to be legally bound by this release.

I have carefully read this release of liability and understand and fully agree with its contents. I also have received a copy of the brochure outlining rules for use for dog owners.

I hereby certify that I have either homeowner or renters insurance with liability coverage.