

Park Waiver

To enter Dogs of Tucson Park, a Park Waiver must be signed by all guests.

Liability Waiver, Park Rules & Regulations, Visitors and Membership Agreement

Regulations

THIS AGREEMENT is entered into by and between Working for Wags, LLC dba Dogs of Tucson, a corporation organized under the laws of Arizona ("Dogs of Tucson"), and the individual(s) whose name(s) is listed below, and who is the Buyer(s) (the "Buyer(s)" and "Dogs of Tucson" are hereinafter sometimes referred to, collectively, as the Parties, and each a ("Party") of the dog(s) more particularly described as "Buyer's Dog(s)").

LIABILITY WAIVER

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK:

Buyer(s) understand(s) that Dogs of Tucson has created the park for dogs, their owners, and their guests to enjoy together. Buyer(s) understand(s) that the use of this park means that Buyer(s) is assuming certain risks of damage or injury to Buyer, Buyer's guest(s), Buyer's property, Buyer's dog(s), and to others in the park and associated facilities. Buyer(s) expressly acknowledges and recognizes that when dogs are around unfamiliar people and other dogs, there is an inherent risk of accident or injury which may result and that people, dogs, and/or the property might be injured or damaged.

In exchange for Buyer(s) using Dogs of Tucson and its associated facilities, and as a condition precedent to same, Buyer(s) hereby agree to assume these risks, for Buyer himself/herself, Buyer's guest(s), Buyer's property, and Buyer's dog(s). Buyer(s) agrees to stay vigilant regarding the property and regarding Buyer's guest(s), Buyer's property, and Buyer's dog(s). Buyer(s) agrees that it is solely my responsibility to determine whether the Dogs of Tucson property itself and any situation involving other members, guests, and dogs are safe for Buyer, Buyer's guest(s), Buyer's property, and Buyer's dog(s).

In allowing my dog(s) on the Dogs of Tucson property Buyer(s) understands and assumes the risks associated with and agrees to accept responsibility for any and all problems or damages that may occur, both foreseen and unforeseen, including by way of example and not by limitation the following:

- Ingestion or injuries of materials or substrates in an indoor environment

- Potential encounters with fleas and ticks
- Skin allergies/hot spots
- Torn toenails
- Cruciate tears/orthopedic problems
- Bite wounds or injuries to dogs or humans
- All other injuries that may be sustained by a dog or human
- Upper respiratory infections/possible contagious infections
- Weather-related health issues

In exchange for the opportunity to use Dogs of Tucson property and its associated facilities, and as a condition precedent to same, to the maximum extent permitted by law, Buyer(s), on behalf of Buyer, Buyer's dog(s), and on behalf of all Buyer's guest(s), and all other guests utilizing Dogs of Tucson property including all invitee(s), associate(s), affiliate(s), and agent(s), hereby indemnify, hold harmless, release, discharge, and agree to defend Dogs of Tucson, and its officers, directors, members shareholders, representatives, agents, affiliates, subsidiaries, parent companies and employees from any and all liability, claims, demands, causes of action, loss, damage, or injury to any person, dog, and/or property, including any death and serious injury, while being on, or using, Dogs of Tucson's property, its amenities and its associated facilities. The indemnification obligations in this paragraph are in addition to and not in lieu of any common law indemnification to which Dogs of Tucson may be entitled. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

Buyer(s) also agrees to be responsible for and control over Buyer's guest(s), dog(s), invitee(s), associate(s), affiliate(s), and agent(s), and for any liability caused by Buyer and my guest(s) and/or my dog(s) while on Dogs of Tucson's property, in the use of Dogs of Tucson's amenities and its associated facilities. To the maximum extent permitted by law, Buyer(s) agree to indemnify, hold harmless, and defend Dogs of Tucson and its officers, directors, shareholders, and employees from any and all liability, claims, demands, causes of action, loss, damage, and/or injury to a person, dog, and/or property, including any death and serious injury which may be caused by myself, my dog(s), guest(s), invitee(s), associate(s), affiliate(s), and/or agent(s) while on the Dogs of Tucson's property and its associated facilities. The indemnification obligations in this paragraph are in addition to and not in lieu of any common law indemnification to which Dogs of Tucson may be entitled. This indemnification obligation shall not be construed to negate, abridge, or

reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

Buyer(s) is 18 years old or older and has the legal capacity to enter a binding contract. Buyer(s) intends for the foregoing provisions under this heading to binding upon Buyer's heirs, personal representatives, estates, beneficiaries, next of kin, and assignees. By executing this contract, Buyer(s) understands and agrees to the terms set forth herein and agrees to be bound by them.

Buyer acknowledges the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

Buyer further acknowledges that Dogs of Tucson has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

Buyer further acknowledges that Dogs of Tucson cannot guarantee that buyer will not become infected with the Coronavirus/COVID-19. Buyer understands that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Dogs of Tucson staff, and other Dogs of Tucson customers.

Buyer voluntarily seeks services provided by Dogs of Tucson and acknowledges that Buyer is increasing their risk of exposure to the Coronavirus/COVID-19. Buyer acknowledges that they must comply with all set procedures to reduce the spread while at Dogs of Tucson Buyer attests that:

- Buyer is not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- Buyer does not believe that they have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- Buyer has not been diagnosed with Coronavirus/COVID-19 and has not yet been cleared as non-contagious by state or local public health authorities.
- Buyer is following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

Buyer hereby represents and warrants to Dogs of Tucson Buyer's dog is current on Rabies, Distemper (DHPP, DHLPP, DA2PP), Leptospirosis, and Bordetella vaccinations.

Buyer acknowledges that vaccinations cover a limited number of disease strains and Buyer hereby releases Dogs of Tucson from any liability should Buyer's dog be exposed to any diseases while on the premises.

Buyer understands that Dogs of Tucson is NOT responsible for any lost, damaged, or stolen personal items of any value left by Buyer.

Buyer understands that the Dogs of Tucson is open to all breeds.

Buyer understands that for Dogs of Tucson to maintain a flea-free facility, all dogs found to have fleas will be asked to leave the park.

Buyer understands the playgroups are NOT always supervised by Dogs of Tucson staff and knowingly accepts the risk associated with allowing Buyer's dog(s) to play communally with other animals while on the premises. Buyer acknowledges that while Dogs of Tucson makes every effort to facilitate healthy and safe play, dog behavior is unpredictable and may change at any time without warning.

Buyer accepts full responsibility for the conduct and behavior of Buyer's dog(s) and releases Dogs of Tucson and other dog owners from all liability associated with Buyer's dog's communal play up to severe injury and including death.

Buyer acknowledges and agrees that Dogs of Tucson is not responsible for any wildlife that may enter the park grounds including squirrels, possums, birds, etc. Buyer understands that such wildlife may a) carry disease b) be consumed by Buyer's dog c) injure Buyer's dog.

Buyer acknowledges that Dogs of Tucson has clearly displayed their policies regarding Park Rules and etiquette and Buyer agrees to those policies.

Buyer authorizes Dogs of Tucson staff members to take photos of Buyer's dog(s) for client file, advertising/marketing purposes to include, but not limited to, print, signage, website, and social media.

GENERAL PROVISIONS

Modification. No modification, amendment, or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by both Parties and delivered in accordance with the provisions of this Agreement. Such modification, amendment, or alteration shall be effective only in the specific instances and for the specific purposes for which given.

Waiver. The failure of either Party to this Agreement to insist on the performance of any of the terms or conditions of this Agreement or to exercise any right or privilege under this Agreement or the waiver of any breach of the terms of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges.

Choice of Law. This Agreement and all matters collateral thereto shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Jurisdiction and Venue. Any action at law, suit in equity, or other judicial proceeding arising out of or related to this Agreement shall be exclusively instituted and maintained in the courts of Pima County, Arizona, and each party waives the right to change venue. The parties also agree to submit to the exclusive jurisdiction of the State of Arizona and waive any defense of lack of personal jurisdiction.

Jury Trial Waiver. The Parties agree that any controversy which may relate to or arise out of this Agreement and/or the relationship between the Parties would involve complicated and difficult factual and legal issues and that any action brought by either party against the other shall be determined by a judge sitting without a jury and the parties waive all rights to a trial by jury.

Attorneys' Fees and Court Costs. In the event either party is required to commence a judicial action regarding a dispute between the Parties concerning this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and court costs incurred in such action.

Severability. If any provision of this Agreement shall be invalid and unenforceable under applicable law, the same shall be deemed stricken from this Agreement and shall in no way affect any other provisions of this Agreement. Moreover, said invalid or unenforceable provision shall be reformed, if possible, so as to most closely accomplish the intent of the Parties consistent with applicable law. This Agreement shall remain in full force and effect

and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Consultation With an Attorney. Buyer(s) have had the opportunity to consult with an attorney before the execution of this Agreement.

PARK RULES & REGULATIONS

Entry Requirements

- All dogs must have a monthly or annual membership to be allowed on the premises and a passed social eval.
- All dogs must be at least six months of age.
- All dogs must be current on vaccinations. We require current Rabies and Distemper (DHPP, DHLPP, DA2PP) vaccinations. Dogs with contagious health conditions are not permitted in the park. All dogs must be flea and tick-free.
- All dogs must be spayed or neutered. No dogs in heat.
- Two dogs maximum per Buyer.
- Only flat-buckle collars should be worn by dogs. Prong, pinch, choke, and chain collars are not allowed in the park.
- By entering the premises, you permit Dogs of Tucson staff (Rufferees) to handle your dog and break up any fights that may ensue.

Dog & Human Behavior

- **When you come into the park you are entering at your own risk.** We are not liable for any injuries. You are responsible for your dog and any injury or damage they may cause. This means please do not stand in areas where dogs are running and playing. Let's give them room. We have plenty of chairs and spaces to sit if needed.
- Please keep your dog's leash with you at the park. If we need to evacuate our team will help keep all dogs and humans safe, but we need you to be able to quickly leash your dog so we can all get to safety most efficiently.
- **NO OUTSIDE FOOD ALLOWED!** Food (for dogs or humans) is only allowed in designated areas. PLEASE NO DOG TREATS IN YOUR PURSE WITHIN THE PARK. Gum and Tobacco are dangerous to dogs and not welcome in the park.
- Please do not bring glass containers into the park.
- **Close each door/gate before opening another** to avoid escape artists. Please use a tracker on dogs that are flight risks. Additionally, dogs must be leashed for entry and exit.
- **No choke, pinch, martingale, or buckle collars are permitted.** All dogs must have a flat collar preferably with their name on it.

- Zoomies are fun but must be carefully managed in order to avoid overactive pack play. Our team is full of experienced dog handlers we want all dogs to be safe so when we stop play it is because it is escalating to an unsafe level.
- Please do not pick up your dog while within the park. We are lucky to have very social dogs. However, picking up smaller dogs out of the pack is dangerous.
- **Please CLEAN UP AFTER YOUR DOG when they go potty inside or outside!** First, we use a rag to wipe up the wet then we spray with cleaner than we wipe in the cleaner. Please ask for a demo or a hand if you have not seen the process. We have blue poop bags for all solid waste. Please use ONLY the black and grey garbage if inside and the white garbage in the outdoor potty porch for solid waste.
- **PLEASE USE THE POTTY PORCH! PLEASE DO NOT LET YOUR DOG PEE ON THE SIDEWALK OR THE SHARED SPACES AROUND THE BUILDING.** We are trying to be good neighbors and we want to be able to keep our neighbors and landlord happy.
- **Humans and dogs can be asked to leave as well if they are not abiding up the rules.** If a Rufferee asks you not to pick up your dog, not to give treats, or anything related to the above list of rules, and we have to ask more than one time. We will ask you to leave for the day because the above-mentioned items go directly into us being able to keep the park unsafe and **safety is #1!**
- At no point can you leave the property without your dog. This will result in the revocation of membership and additional charges for daycare supervision.
- Although Rufferees are available in the park to help supervise your dog, they are not intended to be the sole monitor. Make sure you are checking on your dog(s).
- Children under 16 years of age are not permitted to enter Dogs of Tucson's dog park.
- Dogs of Tucson is not responsible for any injury, illness, or damage caused on our premises, and all human guests must be responsible for their dogs. If your dog causes any damage to a person or property by nipping, biting, or otherwise, you are responsible!

CANCELLATION, NO-SHOW, AND REFUND POLICY:

<https://dogsoftucson.com/services/policies/>

Sign & Date: