

Dogxiliary Off-Leash Program Liability Release, Waiver & Indemnification Agreement

This Release of Liability, Waiver, and Indemnification Agreement (“Agreement”) is entered into as of the date signed below (“Effective Date”) by and between the Eagles Aerie #3144 (“Club”) and the undersigned dog owner (“Owner”).

1. Program Participation

Owner requests that their dog (identified below) be permitted to participate in the Dogxiliary Off-Leash Program (“Program”), which includes supervised off-leash sessions, temperament evaluations, and related activities on Club property.

2. Assumption of Risk

Owner acknowledges that:

- Canine play carries inherent risks, including bites, scratches, collisions, and unpredictable behavior.
- Even well-trained dogs may injure people, other animals, or damage property.
- The Club, its officers, Dogxiliary Marshals (“Marshals”), and volunteers cannot guarantee the safety of participants, dogs, or spectators.

3. Release and Waiver of Liability

In consideration of permission for the dog to participate in the Program, Owner hereby, on behalf of themselves, their spouse, heirs, personal representatives and assignee:

1. Waives, releases, and discharges the Club, its officers, directors, members, Dogxiliary Marshals, employees, volunteers, and agents (collectively, “Released Parties”) from any and all claims, demands, causes of action, liability, damage, loss or expense (including attorneys’ fees and costs) arising out of or related to the dog’s participation in the Program, whether caused by the Released Parties’ negligence or otherwise.
2. Agrees not to sue or otherwise make a claim against the Released Parties for any injury, damage, or loss.

4. Indemnification

Owner agrees to indemnify, defend, and hold harmless the Released Parties from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- The dog's actions or behavior during any Program activity.
- Owner's breach of this Agreement.
- Owner's failure to comply with Club rules or marshal instructions.

5. Owner Responsibilities and Compliance

Owner certifies they will:

- Provide accurate proof of current rabies and core vaccinations and spay/neuter status if applicable.
- Always keep the dog on-leash during the initial observation period and when not in a sanctioned off-leash session.
- Attend at least three Leash Observation Days and successfully complete the Temperament Test before off-leash privileges.
- Ensure the dog wears its Dogxiliary badge at all times when off leash.
- Abide by all Program rules, marshal directions, and posted signage.
- Promptly report any injuries, incidents, or unsafe conditions to a Dogxiliary Marshal.
- Pay all fees, fines, and restitution assessed under the Program's Infraction and Penalty Matrix.

6. Badge, Fees, and Renewals

- Owner will pay a \$10 registration fee and a \$5 fee for annual renewals.
- Registered dog will receive an ID badge following completion of the required evaluation.
- Badge ownership is non-transferrable; replacement badges incur a \$5 fee.
- Annual re-certification and any associated fees apply to maintain off-leash privileges.

7. Insurance Recommendation

Owner is strongly encouraged to maintain personal pet liability insurance covering veterinary bills, property damage, and third-party claims.

8. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington. Any dispute arising out of or related to this Agreement shall be filed and heard exclusively in the state or federal courts located in King County, Washington.

9. Severability

- If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- Any amendments made to this agreement will be announced to all members by email and posted in Aerie building; this will require signature of approval on the new version of this document. Until a new amended agreement is signed, your dog will be required to remain on-leash.

10. Entire Agreement

This document constitutes the entire agreement between Owner and the Club with respect to Program participation.

12. Acknowledgement of Understanding

Owner acknowledges that they have read this Agreement, fully understand its terms, and sign it freely and voluntarily without inducement.

Dog Name: _____

Breed/Age: _____

Owner Name (Printed): _____

Owner Signature: _____ Date: _____

Club Representative (Printed): _____

Club Representative Signature: _____ Date: _____

Assigned Badge Number: _____