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# 7 Tree Farms

## Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement

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INSTRUCTIONS: PLEASE READ THIS AGREEMENT (the "Agreement") CAREFULLY AND ONLY SIGN IF YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. BY SIGNING THIS AGREEMENT, YOU ARE, AMONG OTHER THINGS, WAIVING THE RIGHT TO SUE OR SEEK MONEY DAMAGES FROM 7 TREE FARMS COMPANY, LLC AND ITS MANAGERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS AND AGENTS, IF A PERSONAL INJURY IS SUSTAINED AT 7 TREE FARMS COMPANY, LLC PREMISES LOCATED AT 3398 W 12600 S RIVERTON, UT 84065 (the "Premises"). If you do not agree to any term, provision or paragraph of this Agreement, DO NOT SIGN the Agreement. SEEK LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

On behalf of myself, my spouse, children, or any other party claiming a shared ownership interest of my dog(s), if any, and their respective successors, assigns and in consideration of the services and activities provided by 7 tree farms Company, LLC, its managers, members, employees, agents, officers, directors, affiliates, volunteers, participants, clients, customers, invitees, independent contractors, insurers, facility operators, premises owners AND all other persons or entities acting in any capacity on its behalf, together with their respective successor and assigns (hereafter collectively the "The Released and Indemnified Parties"), I hereby agree to forever release, remise, discharge, defend, hold harmless and indemnify The Released and Indemnified Parties as set forth in this Agreement:

1. WAIVER, RELEASE AND INDEMNIFICATION: I hereby agree to expressly and forever generally waive, discharge claims, indemnify, release from liability, save hold harmless, and defend 7 tree farms Company, LLC and the Released and Indemnified Parties from and against any and all injury, liability, claims, litigation, actions, suits, costs, losses, damages, attorney's fees, expenses or demands of every character whatsoever on account of, arising out of, resulting from , or relating in any way, but not limited to (i) and act or omission of the Released and Indemnified Parties, including negligence, and (ii) my or my dog's participation at 7 tree farms Company, LLC, or otherwise. I agree that this release shall be binding on me and my spouse, if any, my children, if any, any other party claiming a shared ownership interest in my dog(s), if any, and our successors, heirs, legal representatives (hereafter collectively, the "Releasing Parties"). I also expressly and forever release 7 tree farms Company, LLC and the Released and Indemnified Parties from any duty to protect me or my dog(s) from injury of any kind and agree that even if 7 tree farms Company, LLC chooses to implement safety precautions, such actions shall not alter the fact that I have released 7 tree farms Company, LLC and the Released and Indemnified Parties from any duty to protect me or my dog(s).

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2. ACKNOWLEDGMENT OF RISKS: I fully understand and acknowledge that there are inherent and potential risks involved with interactions between human(s) and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death to human or dog. I further understand and acknowledge that there may be other risks not known to me or 7 tree farms Company, LLC not readily foreseeable at this time (collectively "Risks").

3. ASSUMPTION OF RISK AND LOSS: I knowingly and freely accept fully and assume all risks and responsibility for all risks on behalf of myself and the releasing parties, including, without limitation, all losses, costs and damages incurred as a result of my or my dog's participation at 7 tree farms Company, LLC, including any veterinarian expenses incurred on behalf of my dog. Sickness shall be defined to include any illness including but not limited to Bordetella (Kennel Cough) or any other form of contagious illness. I further agree that none of the Released and Indemnified Parties will be responsible to me or any of the Releasing Parties for the loss or theft of my personal property, or that of any of the Releasing Parties while I am on the Premises. My participation and the participation of any of the Releasing Parties in any activities whatsoever on the Premises is purely voluntary, and I elect and agree on behalf of myself and all of the Releasing Parties to participate in those activities in spite of the risks. I further expressly agree that I will pay for the cost of medical or veterinary assistance should any of the Released and Indemnified Parties request such assistance in their sole discretion on behalf of any of the Releasing Parties while at the Premises, I fully agree to bear the costs of any such injury or damage to any of the Releasing Parties and their personal property arising on the Premises.

4. INJURIES BY AND TO THIRD PARTIES: I further and specifically acknowledge that the Releasing Parties, including myself, my spouse, my child and my ward, if any, and my dog(s) may be injured by the actions of other dogs or customers or invitees of 7 tree farms Company, LLC at the Premises (hereafter "Third Parties"). In such event, I agree to release, discharge, waive, defend and indemnify The Released and Indemnified Parties against any Claims arising from acts or omissions of Third Parties on the Premises. I also acknowledge that the acts or omissions of the Releasing Parties, including myself, my spouse, child and ward, if any or my dog(s) may cause injury to other customers, invitees, employees, independent contractors or agents of 7 tree farms Company, LLC while on the Premises. In such event, I agree to defend and indemnify the Released and Indemnified Parties and any third party invitee or customer against any Claim arising which was cause, in whole or in part by one or more of the Releasing Parties or my dog(s).

5. REPRESENTATIONS: I hereby represent that my dog meets the following requirements: he/she is four (4) months of age or older; is current on his/her Rabies, Distemper, Parvo and Bordetella vaccinations; is in good general health and free of ticks and fleas; is not aggressive towards other dogs and/or people; is not protective of toys and/or personal items; if he/she is aggressive or protective in any way I have informed 7 tree farms Company, LLC of those propensities; meets all other municipal or state licensure and other



requirements; is attending 7 tree farms Company LLC with a collar that contains identification tag bearing the dog's name and guardian or owner's current contact information. In addition I have read the Policies and Procedures of 7 tree farms Company, LLC, my dog will be leashed when entering and exiting the 7 tree farms Company, LLC facility. I understand that 7 tree farms Company, LLC has relied on the above representations in agreement to provide its services. I further specifically represent that I have the authority to enter this Agreement on behalf of all the Releasing Parties, and understand that The Released and Indemnified Parties will rely upon such representation.

6. DUTY TO DISCLOSE: I have disclosed and shall continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit, or prevent my dog's ability to participate in play time or otherwise attend 7 tree farms Company, LLC.

7. BASIS OF BARGAIN: I understand that 7 tree farms Company, LLC would not allow use of the Premises (including, but not limited to boarding and daycare) to me, my spouse, my child or my ward, if any, or my dog without my agreement to the terms conditions set forth herein.

8. WEB CAMERAS, PHOTOS, AND VIDEO RELEASE: I irrevocably grant to 7 tree farms Company, LLC, its owners, employees, officers, directors and agents the right to photograph, videotape, and/or record my dog and use its name and any images or likeness of my dog taken while he/she is at 7 tree farms Company, LLC, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials without reservation or limitation. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

9. MISCELLANEOUS: I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by Utah law. In the event that any clause or provision of this Agreement is determined to be unenforceable as a matter of law, I intend that such clause or provision should be severed from the Agreement and that the remainder of the Agreement shall continue in full legal force and effect. I acknowledge that the Agreement represents the entire understanding of the parties with respect to the matters set forth herein and no subsequent modification is binding unless reduced to writing and signed by the party against whom enforcement is sought. I further acknowledge and agree that all pre existing agreements, subsequent course of performance, or purported oral modifications of the terms of this agreement that purport to establish different consequences for my activities at 7 tree farms Company, LLC facilities are null and void.

I have read and fully understand the terms of this 7 tree farms Company, LLC Release, Waiver of Liability, Assumption of Risk, and Indemnification Agreement ( the "Agreement") and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee and intend it to be a



complete and unconditional release of all liability to the greatest extent permitted by law and agree that if any portion of this agreement is held to be invalid or unenforceable, that the remainder of this agreement shall remain in full force and effect. I agree that it is intended that all terms of this Agreement control despite any particular statute or law that would otherwise protect me or my dog(s).

Guardian/Owner Name \_\_\_\_\_

Guardian/Owner Signature \_\_\_\_\_

Date: \_\_\_\_\_