

Pooch Plunge Assumption of Risk Agreement and Release of Liability

I, _____, hereby acknowledge that I have voluntarily elected to participate in the "Pooch Plunge" offered at City pools, including, but not limited to allowing my pet to swim in an aquatic facility owned and operated by the City of Overland Park, Kansas. In consideration of the services provided by the City of Overland Park, Kansas ("City"), I hereby agree to release and discharge the City, as follows:

1. Acknowledgment and Assumption of Risk: I recognize the fact that there is an inherent danger in the activities, including but not limited to injury or death, and I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I expressly agree and promise to accept and assume all of the risks existing in this activity, including the risks of injury. The participation in this activity is purely voluntary.

2. Release Provision: As lawful consideration for being permitted by the City to participate in the activity, related activities and use their equipment, I hereby agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the City or its employees and volunteers for injury or damage resulting from negligence or other acts, howsoever caused, as a result of my participation in the activities.

3. Photography: Also, the signed and participant(s) authorize the City of Overland Park and the photographer to use at its discretion any photography(s) and/or video taken of the animals, children and/or adults while participating in the special event and waive any and all claims that the participant or the signed or their heirs, executors, administrators, or assigns may have or claim to have resulting from such photography(s) or reproductions thereof.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE OR ANIMAL IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN A CITY EVENT, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE CITY ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____

Print Name: _____

City of Residency: _____

Email Address (required): _____

Date: _____

Remember to bring proof of current vaccinations. Ask your veterinarian for an update list. Required vaccinations include: rabies, distemper, kennel cough and fecal. This is for your safety and the safety of all the dogs.