

## MEMBERSHIP TERMS & CONDITONS AND WAIVER AND RELEASE OF LIABILITY

THIS AGREEMENT is entered into by and between PAWS FOR A BEER, LLC D/B/A PAWS FOR A BEER ("Paws") and Owner/Attendee ("Owner"):

1. Owner is aware that Paws is designed to be a bar that allows dogs to be off leash. Paws assumes no liability for any injuries sustained to or by Owner or Owner's dog(s).
2. Owner understands and agrees that Owner must keep an eye on Owner's dog(s) and be in control of Owner's dog(s) at all times during their visit to Paws. Owner's dog(s) must be kept on a leash in all areas not specifically designated as the off-leash area. Leash laws must be observed to/from Paws.
3. Owners are responsible for behavior of their dog and must promptly break up any disturbances or fights involving their dog. Owner is also responsible for cleaning up after Owner's dog(s).
4. Owner further understands and agrees that in admitting Owner's dog(s) to Paws, Owner is representing to Paws that Owners' dog(s) is/are in good health and have not harmed, shown aggression or exhibited any threatening behavior towards any person or other dog. Any dog demonstrating aggression or other behavior deemed unacceptable by Paws staff, the dog(s) may be required to leave Paws.
5. Owner further understands and agrees that Owner's dog(s) are healthy, at least 6 months old, and provide proof of spay/neuter, and current on all vaccinations (DHPP/DAPP, Bordetella, Rabies.)

Owner is not enrolling any dog in Paws that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner(s) dog can still contract Kennel Cough. Paws will not be held responsible if Owner's dog(s) contracts Kennel Cough. It is Owner's responsibility to provide proof of current vaccinations to Paws.

6. Paws reserves the right to refuse admittance to any dog and/or human or to dismiss any dog that does not meet the health, temperament or other Paws standards. The determination shall be made at the sole discretion of Paws.
7. Membership for Paws may be cancelled at any time by Owner. Any refunds due to Owner shall be refunded per payment method on file. Paws may also revoke Owner's membership anytime an incident, fight or bite occurs involving Owner's dog. Membership refunds will only be offered if the total number of visits are less than the paid membership value.
8. Owner understands that Paws staff may ask you to relocate your dog(s) to a separate play area or ask you to remove your dog(s) from unleashed play at our discretion. Furthermore, Paws staff may ask you leave the premises if the level of play

exceeds what we deem acceptable. In the event you are asked to leave the premises, you will not be entitled to refund.

9. Owner does hereby: (i) agree to be solely financially responsible for, and shall indemnify and hold harmless Paws and any of its officers, employees, servants, agents, and related parties (hereinafter referred to as "RELEASEES"), (ii) shall release, waive, discharge and covenant not to sue RELEASEES, for any loss, liability, cost, claim, damage of every kind or nature (including, without limitation, incidental and consequential damages), expense (including, without limitation, costs of investigation, defense and settlement, and reasonable attorney's fees and expenses) and/or cause of action, whether or not involving a third-party claim (Collectively "Damages") arising, directly or indirectly, out of or related to any loss, damage, injury, death, that occurs to person or dog, as a result of my electing to use Paws (including Damages caused in whole or in part by negligence of Paws or Staff), and (iii) knowingly and voluntarily assume any and all risk of harm to person or dog (including Damages caused in whole or in part by negligence of Paws or Staff). Any time groups of dogs play off leash together there is chance for injury to a dog. By signing below I'm giving permission for my dog(s) to play off leash with other dogs. Owner agrees that Paws has made every effort to provide a safe and clean environment for his or her dog.

11. These rules are subject to change.

12. Owner further understands and expressly agrees that each and every of the foregoing provisions containing in Paragraphs 1-11 above shall be in force and effect and shall apply to each and every occasion on which Owner visits Paws. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded in writing and signed by the parties.

Owner hereby certifies that Owner has read and understands this Membership Terms & Conditions and Waiver and Release of Liability and the regulations set forth above. By agreeing to membership, Owner agrees to be bound by its terms and conditions. The person signing this agreement warrants that he/she is the Owner of the pet or is the Owner's agent for purposes of visiting Paws and has the Owner's authority to enter into this agreement on Owner's behalf.

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

Name of dog(s): \_\_\_\_\_