

| Owner Information | | | | |
|--|-----------------------------------|--|-----------------------------------|----------|
| Your Name | | | | |
| Billing Address | | | | |
| City | | State | | Zip Code |
| Email | | | | |
| Cell Phone | | Home Phone | | |
| Additional person(s) allowed to bring/ pick up my dogs | | | | |
| Pet | Dog 1 | Dog 2 | Dog 3 | |
| Dog's Name | | | | |
| Breed | | | | |
| Sex | M / F | M / F | M / F | |
| Color | | | | |
| Veterinarian | | | | |
| Plan Type <small>(check one)</small> | <input type="checkbox"/> Day Pass | <input type="checkbox"/> Recurring Monthly | <input type="checkbox"/> One Year | |

DOG DISCLOSURES

1. Participant hereby declares, represents and warrants that Participant's dog: *Initial* _____
- Is at least 4 months old;
 - Is friendly and social around people and other dogs;
 - Is clean and does not have fleas or ticks; and,
 - Is spayed/neutered, and is current within the calendar year on vaccinations, including Rabies, DHLPPC and Bordetella.

AUTO-PAY AUTHORIZATION

I, _____, authorize Mutt's Canine Cantina, LLC ("Mutt's") to automatically take payment from me using the following payment method:

Credit Card / Debit Card (circle one)

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, I hereby authorize Mutt's to charge the indicated credit card for all amounts due. I agree that if I have any problems or questions regarding any charges from Mutt's, I will contact Mutt's for assistance, using the contact information located on www.muttscantina.com.

I agree that I will not dispute any charges from Mutt's unless and until I have already attempted to rectify the situation directly with Mutt's, and those attempts were not satisfactory to me. I represent and warrant that I am the legal cardholder for this credit card, and that I am legally authorized to enter into this recurring billing agreement with Mutt's. I agree to indemnify, defend and hold Mutt's, its officers, members, employees and agents harmless, against any liability pursuant to this authorization.

I agree to the following additional terms and conditions:

- This is a periodic charge that will be made each monthly billing cycle as my service fees become due under my Mutt's Agreement;
- All payments are non-refundable and charges made to the credit card above under this agreement will constitute in effect a "sales receipt" and that services were rendered and received;
- To terminate the recurring billing process I must terminate my service agreement in writing or arrange for an alternative method of payment with at least 30 days' notice to Mutt's; and I will not dispute Mutt's recurring billing charges with my credit card issuer so long as the amount in question was for periods prior to the receipt of my written request to terminate my Mutt's services (at least 30 days prior to an upcoming billing date).

NAME: _____

SIGNATURE: _____ DATE: _____

PLEASE READ THIS CAREFULLY: It releases Mutt’s Canine Cantina, LLC (“Mutt’s”) from any liability to you, your dog or anybody accompanying you except for gross negligence. It affects any rights you may have if you, your dog(s) or anybody you bring along to otherwise suffer damages while using the Dog Park. The “Dog Park” is that portion of Mutt’s entire grounds (“Grounds”) for which you have voluntarily paid a separate membership fee to use, and is fenced off from the other Grounds.

I (“PARTICIPANT”) hereby agree to the following regarding the Dog Park (applies to each of participant’s dogs):

BEHAVIOR OF PARTICIPANT’S DOG

- 2. Participant further understands and agrees that in admitting his/her dog to the Dog Park, the Dog Park and Mutt’s Staff have relied on Participant’s representation and warranty that such dog is in good health and has not harmed or shown aggressive, threatening or vicious behavior towards any person or any other dog.
- 3. Owners are responsible for behavior of their dog and must promptly break up any disturbances or fights involving their dog.

RULES

- 1. Participation at the Dog Park is voluntary and at your own risk. We reserve the right to excuse any person or dog from the Dog Park at any time for negative behavior which could be harmful to people (including Staff) or other dogs. It is the Participant’s sole responsibility to ensure the safety and well-being of your dog, your guests and yourself. Membership may be suspended or revoked at any time if it is found that a participant has jeopardized the safety of other Dog Park users.
- 2. Participant agrees to keep his or her dog leashed when not inside the Dog Park. Participant may release his or her dog from leash inside of the Dog Park, but must remain at the Grounds at all times while their dog is anywhere in the Dog Park or on the Grounds. Abandoning dogs is prohibited and is punishable by law. Violators are subject to revocation of memberships and will be banned from using the Dog Park, as well as being reported to the City of Dallas as appropriate.
- 3. Children under the age of twelve years must be under strict adult supervision.
- 4. Participant understands that Staff will be on hand inside the Dog Park and such Staff will continuously clean the Dog Park; however, outside of the Dog Park, whether on the Grounds or neighboring properties, Participant must immediately bag and dispose of any dog waste left by their dogs.

RELEASE

I, undersigned Participant, for good and valuable consideration, including the right to use the Dog Park, do hereby (i) agree to be solely financially responsible for, and shall indemnify and hold harmless MUTT’S 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 the Dog Park (including Damages caused in whole or in part by negligence of Mutt’s 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 Mutt’s 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 and play on agility equipment while at the Dog Park. Participant agrees that the Dog Park has made every effort to provide a safe and clean environment for his or her dog.

(PARTICIPANT MUST BE AT LEAST 18 YEARS OF AGE)

By signing this Disclaimer, Agreement and Waiver, I state that: I have read and understand the conditions set forth in this Disclosure, Rules and Release; I am 18 years of age or older; I agree to all conditions set forth herein, and I sign this voluntarily.

This is a release of liability. Do not sign if you do not understand or do not agree with its terms.

NAME: _____

SIGNATURE: _____ **DATE:** _____

CREDIT CARD INFORMATION – Information below will be destroyed once entered in the member system or you can hand your card to your server.

| | | | |
|----------------------|--|-------------------|--|
| Credit Card # | | Expiration | |
|----------------------|--|-------------------|--|