



**WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY
INDEMNITY, AND SERVICES AGREEMENT**

PLEASE READ CAREFULLY

THIS DOCUMENT IS A CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS

The undersigned (“**Owner**”) agrees to the below terms and conditions of the use of the GoDog SOCIAL services.

- a) All dogs must be spayed or neutered at 6 months+ years of age to participate in GoDog SOCIAL.
- b) All owners must provide documentation from a licensed veterinarian of up-to-date Rabies, Distemper, and Bordetella for each dog present.
- c) Puppies and dogs with no vaccination history must have completed at least two rounds of the Distemper vaccine and up-to-date on all other required vaccinations.
- d) Humans must be 18+ years of age to enter the Park.
- e) A quick-release collar is **REQUIRED** to be worn by all dogs in the turfed yard. No prong collars, e-collars, chains collars, or buckle collars are allowed in the turfed yard. These items must be removed.
- f) Only an owner of a dog as identified by their account on file with GoDog is permitted to bring a dog into the Park. Dog trainers, dog walkers, nor dog sitters are permitted to bring a dog that does not belong to them into the Park.
- g) Owners are responsible for the behavior and actions of their dog(s).
- h) Dogs and human patrons may be removed from the Park for any reason at the discretion of GoDog staff.
- i) All dogs must be leashed when **NOT** in the turfed yard.
- j) All dogs must be off leash when in the turfed yard.
- k) Patrons agree to follow all rules and instructions posted anywhere in the park or online.
- l) By entering the yard, you permit GoDog staff to handle your dog when and how they deem necessary.

The undersigned (“**Owner**”), in consideration of being allowed to utilize the Services (hereinafter defined), offered, provided, or owned by CHA OpCo, LLC d.b.a. GoDog Chattanooga, a Tennessee limited liability company (the “**Company**”), or being permitted to enter for any purpose any area or premises controlled or opened to Customer by Company and located at 255 W 20th St, Chattanooga, TN 37408 (together with all furniture, fixtures and equipment locate therein, the “**Premises**”) freely, voluntarily, and without duress or coercion acknowledges,

understands, agrees to and delivers to Company this Waiver, Assumption of Risk, Release of Liability, Indemnity, and Services Agreement (this “**Agreement**”) under the following terms:

1. **DEFINITIONS.**

a. As used herein, the term “Services” shall mean any individual or combined service offered to Owner by the Company, including, but not limited to: (i) dog park and bar services, and (ii) any other services made available to Owner by Company and purchased by Owner.

b. As used herein, the term “Pet” shall mean that certain dog owned by Owner and identified on the Company’s standard written pet enrollment form via written submission by Owner and/or submitted by Owner through Company’s licensed third party RunLoyal mobile app prior or simultaneously with Owner’s execution of this Agreement, the terms, provisions, and identifying pet information of which are incorporated herein by reference.

c. As used herein, the term “Dog Park” shall mean that certain area of the Premises specially designated and identified by the Company for the off-leash play of Pet and Owner.

d. As used herein, the term “Facilities” shall mean the Premises and those portions of the Premises made available to Owner and/or Pet for enjoyment of the Services, including, but not limited to, the bar, and the Dog Park located within the Premises.

e. As used herein, the term “Releasees” shall mean collectively, the Company, together with its officers, directors, officials, employees, agents, contractors, volunteers, successors, assigns, agents, members, and managers. The Term “Releasee” shall mean any of the foregoing individually.

2. **TERM.** This Agreement shall remain in full force and effect for so long as Owner continues its utilization of the Services or the Facilities. The Company may terminate this Agreement for any reason, or no reason, at any time. Notwithstanding any termination of this Agreement by Company hereunder, the Owner’s obligation for the payment to the Company and related obligations for Services rendered hereunder shall remain and must be timely paid.

3. **PAYMENT.** Owner shall make payment for all Services provided by the Company in accordance with Company’s communicated payment policy, as may change from time to time, and as posted within the Premises and on the Company’s website (www.godoghq.com). Company reserves its right to change its price for various Services from time to time, without notice to Owner. Owner recognizes the Company may implement and/or require deposit payments prior to the provision of the Service, holiday surcharges, and/or upcharges for additional Services purchased by Owner. Owner agrees to comply with and be bound by the payment and cancellation policies that may be posted by the Company at the Premises or on the Company’s website (www.godoghq.com) from time to time.

4. **SERVICE DISCLOSURE.** Owner hereby acknowledges that during Pet’s involvement in any GoDog Services, Pet may commonly experience:

- i. Muscle soreness/fatigue, aches and pains from activity with other animals
- ii. Hotspots
- iii. Abrasions under their paws from new textures underfoot
- iv. Scratches, tooth punctures, skin abrasions
- v. Torn/ripped nails
- vi. Chipped teeth
- vii. Hoarse voice

5. **ACKNOWLEDGEMENT OF RISK.** Owner understands and acknowledges that the behavior of animals is unpredictable and that despite the best efforts of Company and the Releasees, the Pet's and/or Owner's participation in the Services and presence in the Facility may result in injury, death, damage or loss to Owner, Pet, persons, property and/or other animals within the Facility. Owner understands that this Agreement is intended to address ALL RISKS OF EVERY KIND associated with Owner's and/or Pet's use of the Services and/or presence in the Facility, including such risks as may be created by the action, inaction, and/or negligence of the Company and/or any of the Releasees. The failure of Company and/or any Releasee to foresee or protect Owner and/or Pet from these risks, from the actions, inactions, recklessness or intentional misconduct of other persons and/or pets within the Facility, from the inadequacy or unavailability of veterinary facilities or treatment, or from the inadequate supervision of the Facilities and the Services, if any, will not create any liability on the part of the Company and/or any of the Releasees.

6. **ASSUMPTION OF RISK & RELEASE/WAIVER.** Owner hereby knowingly and freely assumes all risks related to (i) Owner's and/or Pet's presence in the Facility, and (ii) Owner's and/or Pet's utilization of or participation in the Services, both known and unknown, even if arising from the negligence and/or willful or wanton misconduct of the Company and/or any Releasees. In addition, Owner hereby waive any and all claims against, release, and forever discharge, hold harmless, and promise never to Sue the Company and/or any of the Releasees, with respect to any and all injury, illness, disability, death, loss or damage to Owner and/or Pet or any property belonging thereto, whether arising from, or caused by, the negligence and/or willful or wanton misconduct of the Releasees.

7. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As a material inducement to the Company's willingness to provide to Owner, Services and/or access to the Facilities, Owner represents and warrants to Company the following:

- a. Owner is the sole or joint owner of Pet or the agent of the owner of the Pet and is authorized to enter into this Agreement.
- b. To Owner's knowledge, the Pet is in good health except as expressly disclosed in writing to the Company by Owner.
- c. Pet is current on all vaccinations, including Rabies, DHPP, Bordetella and Owner has provided Company with a record of Pet's vaccinations.
- d. To owner's knowledge, Pet has not previously exhibited aggressive or dangerous behavior towards humans or other dogs or animals.

e. To Owner's knowledge, all information provided to the Company concerning Pet is true, accurate and complete. In the event the custody or ownership of the Pet is disputed, Company shall demonstrate reasonable discretion and may, in its sole discretion, require proof of ownership, a written property settlement agreement or court decree.

f. In the event Pet is older than six (6) months, Pet has been effectively spayed or neutered, as applicable.

Owner shall indemnify Company and all Releasees from any and all losses, claims, damages, actions, or suites arising out of a misrepresentation by Owner in this Section 8.

8. INDEMNITY. As a material inducement to the Company's willingness to provide Owner and/or Pet with Services and access to the Facilities, Owner hereby agrees to indemnify, defend, and hold harmless, the Company and the Releasees harmless from and against all losses, liabilities, damages, demands, actions, lawsuits, fines, costs, and expenses (including reasonable attorneys' fees) related to or arising out of any Services performed by Releasees and any acts of Pet while in the care of Releasees, including but not limited to, any injury, damage, or death to the Releasees, Company's other customers and invitees, and or any other animals in the Premises whether caused by the negligence of the Releasees or otherwise.

9. EMERGENCY AUTHORIZATION. If Pet becomes ill, or if in the sole discretion of the Company, the Pet's health requires professional veterinary attention, the Company may engage the services of a veterinarian to administer medicine or give medical attention to the Pet at the sole expense of the Owner. In such a circumstance, the Company shall make reasonably diligent efforts to contact Owner prior to incurring expenses on Owner's behalf and Owner authorize Company to provide or facilitate any such needed emergency veterinary services at Owner's expense.

10. LIMITATION ON LIABILITY. Notwithstanding anything in this Agreement to the contrary, Owner acknowledges and agrees that in no event shall Company or any Releasees have any liability to Owner in connection with any Services provided pursuant to this Agreement, in excess of the lesser of (i) the current chattel value of a pet of the same breed and species as Pet, or (ii) the sum of \$200 per animal admitted to the Park by Owner.

11. MISCELLANEOUS.

a. Governing Law. This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and this Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee without consideration of conflicts of laws rules. The courts of the State of Tennessee shall have sole and exclusive jurisdiction of any claim or cause of action arising out of or relating to this Agreement, and Owner agrees to accept service of process as provided under Tennessee law and waives any objection both as to personal jurisdiction in the courts described above and as to venue being laid in those courts (including any objection that it is an inconvenient forum).

b. Severability. The provisions of this Agreement are severable, and the enforceability or invalidity of any term or provision of this Agreement shall not affect the enforceability and validity of the remaining terms and provisions of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid or unenforceable to any extent, the

remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined to be invalid or unenforceable, shall not be affected thereby.

c. Attorney's Fees; Costs. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement or to establish breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith.

d. Execution of Agreement. This Agreement may be executed in counterpart by email, mobile app, web app or by facsimile copy and shall be binding as if executed in person on the same original document.

e. Entire Agreement. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, estates, assigns and successors of the parties.

I HAVE READ THIS WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY AGREEMENT, INDEMNITY AND SERVICES AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE RELEASEES, AS DEFINED ABOVE, TO THE GREATEST EXTENT ALLOWED BY LAW. I REPRESENT AND WARRANT THAT I AM AGE EIGHTEEN (18) OR OLDER, HAVE FULL LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AND SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OR DURESS.

[Signatures on following page]

OWNER:

SIGNATURE: _____

NAME (please print): _____

DATE: _____