

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT & CONDITIONAL USE AGREEMENT

All individuals, visitors and participants of the dog facilities located at 26417 N. Lake Wohlford Rd., Valley Center, CA 92082 (the "Dog Facilities") must sign this Release and Waiver of Liability and Indemnity Agreement & Conditional Use Agreement ("Agreement") before using the Dog Facilities. Once submitted, this Agreement will be on file for the individual and will be in effect for the remainder of the year submitted. Signed Agreements will be kept on file, and a new form must be signed and submitted every year before using the Dog Facilities.

I. Release and Waiver of Liability and Indemnity Agreement

I agree to waive and release LAKESIDE DOG SPORTS PARK LLC, operator of the Dog Facilities; and ALVARO GOMEZ and GRICELDA GOMEZ, owners of the Dog Facilities, and their officers, agents and employees (collectively referred to as "Released Parties") from and against any and all claims, cost liabilities, expenses, or judgments, including attorney's fees and court costs arising out of my use of the Dog Facilities, or any illness injury resulting therefrom, and hereby agree to indemnify and hold harmless Released Parties from and against any and all such claims whether caused by negligence or otherwise, except for illness or injury resulting directly from gross negligence or willful misconduct on the part of Released Parties or their employees. I understand and agree that by signing this waiver I am freeing Released Parties, their employees, officers or agents from any liability resulting from my participation in this sponsored activity. I recognize that the event can be dangerous to me and I accept those dangers. I understand that if I am injured this waiver will be used against me and anyone else claiming damage because of my injury in any legal action. I also understand that no employee or agent is authorized to modify this waiver. I hereby represent and understand that I am familiar with the nature of the activities in which I will participate in this recreation program, that I am in good health and I do not have physical or emotional conditions, past or present of which I am aware, which would affect my ability to participate in this activity.

II. Equipment Use

You may only use the equipment you are scheduled to use. If you are scheduled for the smaller field, you may not use the large field or pool area. If you are scheduled for the large field, you should stay out of the small field and pool areas. If you are using the pool, you should stay off the fields. If something is damaged during your scheduled training session or event, please inform Amy Z. Gomez by phone 949-374-7876 or email admin@lakesidedogsporthpark.com.

III. Dog to Dog Interactions

You shall keep your dog on-leash or crated when not actually competing or working with your dog. Only one dog at a time per group, unless working on group exercises as set forth by your sport or instructor. Use of Flexi Leads is not allowed.

IV. Dog Waste

There are yards are provided for relieving your dog. You must pick up after your own dog. We have stationed scoopers at each pen for your use. Please dispose of dog waste in

trash cans provided in the front of each pen. There will also be trash cans in both parking lots. Do not relieve your dogs on the training fields.

V. Facility Arrival and Departure

If you arrive early you may enter the facility but dogs must remain off the training fields or out of the pool area until your scheduled time starts, especially if other dogs are using the field. If other people are training, please show them and their dogs the respect you would like in the same situation. Please depart training fields and pool area immediately when your time is over without interfering with individuals or groups entering the fields or pool area.

VI. Refund Policy

Twenty-four (24) hour notice must be given by customer to receive a refund. We reserve the right to refuse service to anyone.

VII. Behavior

Please be aware that harsh treatment of people or dogs will NOT be tolerated.

VIII. Photos

Be aware that photos taken at the Dog Facilities are property of Released Parties for use on the website, social media and facility advertising.

IX. Consequences

Any violators of this policy will be asked to leave the premises immediately and may be denied future use of the training areas and pool.

X. NADD Covid-19 Event Waiver

I fully attest to the best of my knowledge that I do not have COVID-19 at the time of attending this event/practice. I also attest that I have NOT been in contact with or exposed to any known carrier of COVID-19 within the past 15 days. I agree that I am attending this event or practice entirely at my own risk and take full responsibility for my own health and safety during this event/practice. I will follow all Dog Facilities event/practice rules and requirements to reduce any exposure and possibility of contracting or spreading the virus. I will also fully cooperate with any City, County or State guidelines that have jurisdiction in the area in which the event/practice is taking place. I fully submit that Lakeside Dog Sports Park LLC, any workers, any volunteers, any sponsors, or any affiliated representation with an event or practice, that I am attending are in no way liable for any present or future COVID-19 exposure incurred at any time by any person, in attendance or not in attendance, during or after this NADD event or practice.

I hereby agree to all of the terms and conditions set forth in this Agreement.