

FOREST CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office • 9428 Camden Field Parkway • Riverview, Florida 33578 • Ph: 813-533-2950

Dog Park Key

Please provide all requested information below. Dog park keys are \$5 each. Please make checks payable to Forest Creek CDD.

Print Name(s)

Address

Telephone Number

Alternate Contact Number

Email

The undersigned hereby acknowledges receipt of one dog park access key.

Homeowner Signature

Date

A completed waiver must be submitted with the dog park key request.

Please read, sign and return the attached waiver with the request.

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FOREST CREEK COMMUNITY DEVELOPMENT DISTRICT DOG PARK WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

On behalf of myself, my guests, invitees and any persons accompanying me and my dog(s), I hereby acknowledge, understand, and agree that I am voluntarily using the Forest Creek Community Development District Dog Park (the "Dog Park") and that my use of the Dog Park necessarily involves risks of injury to myself, my guests, invitees and any persons accompanying me, other people, my dog(s), and other dogs. I expressly assume all of these risks. I further understand and agree that use of the Dog Park involves certain inherent risks which I expressly assume, including but not limited to the following:

- 1) That all dogs, irrespective of their training and past behavior or characteristics, may act or react unpredictably at times;
- 2) That not all dogs present in the Dog Park will have received the Rabies vaccine as required by law;
- 3) That not all dogs present in the Dog Park will have been vaccinated for Distemper and Parvo, all of which could result in injury' to me and my dog(s)
- 4) That dog bites and injuries to humans and other dogs may occur;
- 5) That dog theft or unlawful capture, dog escape over or under fences may occur,
- 6) That plants and/or water sources in the Dog Park may be poisonous or create other hazards to myself, my guests or invitees, and my dog(s);
- 7) That park vegetation may have burrs or seeds that could become tangled in my dog's coat or lodged in my dog's feet, ears, nose, or eyes;
- 8) That mosquitoes, ticks, chiggers, fleas or other insects and wild animals such as skunks, raccoons, opossums, or stray dogs may be present in the Dog Park, all of which might injure or infect myself, my guests or invitees, and my dog(s).

On behalf of myself, my guests, invitees, and any persons accompanying me, and my dog(s) (collectively, "My Invitees"), I hereby acknowledge, accept, and assume all of the foregoing risks and any other risks which may arise from my use of the Dog Park. I hereby release, remise, acquit and forever discharge the Forest Creek Community Development District, including its supervisors, directors, officers, managers, engineers, attorneys, agents, volunteers, employees, representatives, successors and assigns from any and all claims, demands, damages, causes of action, of any kind or nature, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my and/or My Invitees use of the Dog Park and/or the Dog Park premises, facilities or equipment..

On behalf of myself and My Invitees, I further agree to indemnify, defend, and hold the Forest Creek Community Development District, including its supervisors, directors, officers, managers, engineers, attorneys, agents, volunteers, employees, representatives, successors and assigns harmless from any and all claims, demands, damages, causes of action, costs, of any kind or nature, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my and/or My Invitees use of the Dog Park or the Dog Park premises, facilities or equipment, including any claim for loss of my dog(s) by disappearance, theft, death or otherwise, or any claim for damage or injury to our dog(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of any of the parties aforementioned, or by the negligence of any other person, or any other

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cause or causes.

I agree that my release, indemnification and holding harmless as provided herein also applies to any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the aforementioned parties. I understand that there may be a risk to myself, anyone accompanying me, and my dog(s), of injury or death from fierce, aggressive, vicious, and dangerous dogs, which may be present in the Dog Park.

I understand, acknowledge and agree that I and My Invitees use the Dog Park at our own risk and that no supervisor, manager, agent, contractor, representative, volunteer or employee of the Forest Creek Community Development District will supervise the Dog Park at any time, regardless of whether such any such person or persons may be present at the Dog Park at any time.

By my signature below, I understand, acknowledge, and agree to the terms and conditions described herein and intend to be legally bound by them and that: 1) I have read and fully understand the Dog Park Rules and Regulations (and will explain the same to My Invitees); and 2) I promise to comply fully with all of the conditions of Dog Park use. I understand that violation of these terms, conditions, rules and regulations may result in suspension or revocation of my Dog Park privileges. I also agree to immediately report any unsafe conditions to Rizzetta & Company, the management company for Forest Creek Community Development District, located 9428 Camden Field Pkwy, Riverview, FL 33578; hours are Monday-Friday 8 a.m. - 5p.m.

I have carefully read this Waiver, Release, Assumption of Risk and Indemnification Agreement and I understand and fully agree with its contents. I also have received a copy of rules for use of the Dog Park.

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

Signature

Date

I further understand that allowing non-residents and/or their dogs into the Forest Creek Community Development District Dog Park may be grounds for loss of the privilege to use the Dog Park. I will not allow nonresidents and/or their dogs in the Dog Park and, if I do, I shall be solely liable for any claims or damages arising therefore and shall indemnify, defend, and hold the District harmless therefrom.

Signature

Date

Print Name

Address

Phone Number