



RELEASE OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

This Release of Liability, Indemnity and Assumption of Risk Agreement (the “Agreement”) is made and entered into on date written below by the undersigned, an adult resident of the State of _____ and my heirs or other persons or entities who may have a right to make a claim on my behalf (hereinafter, collectively, “I” or “me”).

(initial) I desire to participate and to have my dog participate in playtime in a pool and the areas surrounding the pool (the “Activity” or “Activities”) offered by DMNM, LLC d/b/a Tailwaggers Doggy Daycare, a Wisconsin limited liability company, and NMW Holding, LLC, a Wisconsin limited liability company (collectively, “Tailwaggers”) located at _____. As lawful consideration for being permitted by Tailwaggers to participate in the Activities, I agree to all of the terms and conditions set forth in this Agreement.

(initial) **I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH TO ME OR MY DOG INCLUDING, WITHOUT LIMITATION, DROWNING. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING AND ALLOWING MY PET TO PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF TAILWAGGERS OR OTHERWISE (OTHER THAN INTENTIONAL MISCONDUCT BY TAILWAGGERS).**

(initial) I hereby expressly waive and release any and all claims, now known or unknown, against Tailwaggers and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury or death arising out of or attributable to my participation in, or my pet’s participation in, the Activities, whether arising out of the negligence of Tailwaggers or any Releasees or otherwise (other than intentional misconduct by Tailwaggers or a Releasee). I covenant not to make or bring any such claim against Tailwaggers or any other Releasee, and forever release and discharge Tailwaggers and all other Releasees from liability under such claims.

(initial) I shall defend, indemnify, and hold harmless Tailwaggers and all other Releasees against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement, incurred by Tailwaggers or any Releasee, arising out of or resulting from any claim of a third party related to the Activities.

(initial) I represent and promise that I am the lawful owner of the dog named below my signature.

(initial) I understand that I am solely responsible for any harm, including to any other pet(s), to the employees or invitees of Tailwaggers, or the equipment, facilities, or other property of Tailwaggers, caused by my dog(s). I also agree that Tailwaggers shall not be responsible or liable for any lost or damaged personal property belonging to me.

(initial) I agree to Tailwaggers’ decision to obtain medical treatment for my dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that my dog(s) may need immediate medical treatment. I agree to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment.

(initial) Tailwaggers loves to post pictures and videos on Facebook, their website, and/or in ads. I agree to allow Tailwaggers to use my pet(s)’ name and any images or likeness of my pet taken while he/she is at Tailwaggers, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and I release to Tailwaggers all rights that I may possess or claim to such image, likeness, recording, etc.



If any portion of this Agreement is held invalid, it is agreed that this Agreement shall be modified to the fullest extent of the law, and any valid portion shall continue in full legal force and effect. Tailwaggers and any Releasee has not made any oral or written representations, statements, or inducements about the Activities (including, without limitation, the condition of the pond). This Agreement is governed by the laws of the State of Wisconsin, without regarding to conflict of laws' provisions.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TAILWAGGERS.

"Undersigned"
Print Name: _____
Date: _____
Dog Name & Breed: _____

Acknowledged By: DMNM, LLC
and NMW Holding, LLC

By: _____
Name: _____