



CITY OF
FOLLANSBEE
WEST VIRGINIA

872 Main Street, P.O. Box 606
Follansbee, WV 26037
(304) 527-1330

Pets at the Pool

Assumption and Risk and Release of Liability Agreement

I hereby acknowledge that I have voluntarily elected to participate in "Pets at the Pool" offered at the Follansbee City Pool, including but not limited to, allowing my pet to swim in an aquatic facility owned and operated by the City of Follansbee. In consideration of the services provided by the City of Follansbee, I hereby agree to release and discharge the City of Follansbee as follows:

1. **Acknowledgment and Assumption of Risk:** I recognize the fact that there is an inherent danger in the activities, including but not limited to, injury or death, and I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I expressly agree and promise to accept and assume all of the existing risks related to this activity, including any risk of injury. Participation in the activity is purely voluntary.
2. **Release provision:** As lawful consideration for being permitted by the City of Follansbee to participate in the activity, related activities, and use their equipment, I hereby agree that I, my children, my parents, my heirs, assigns, and personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the City of Follansbee or its employees and volunteers for injury or damage resulting from negligence or other act, howsoever caused, as result of my participation in the activities.
3. **Photography:** Also, the signed participant(s) authorize the City of Follansbee to use at its discretion any photography(s) and/or video taken of the animals, children and/or adults while participating in the special event and waive any and all claims that the participant or the signed or the heirs, executors, administrators, or assigns may have or claim to have resulting from such photography(s) or reproductions thereof.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANY PERSON OR ANIMAL IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS EVENT, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE CITY OF FOLLANSBEE ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE CITY OF COLLANSBEE AND I SIGN IT OF MY OWN FREE WILL.

Participant Signature: _____ Date: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Pet(s) Name: _____

PROOF OF CURRENT RABIES VACCINATION(S) REQUIRED
ALL DONATIONS WILL GO TO THE BROOKE COUNTY ANIMAL SHELTER

FOLLANSBEE NEVER FAILS

RULES:

Owners must present proof of their dog's current Rabies vaccinations as well as ALL other vaccinations

It is strongly suggested that dogs under 6 months of age do not enter the pool

Humans may only stand in the pool, not swim

Any child under the age of 16 must be accompanied by an adult to enter the pool with a dog

No dogs or humans with open cuts or wounds may enter the water

All dogs and humans must remain in the shallow end of the pool

Owners are responsible for any and all accidents and injury to their own dog, as well as any injuries caused by their dog to other dogs or humans

Dogs that are deemed vicious will be required to leave the facility

Dogs must remain leashed at all times

All owners must sign an assumption of risk and release liability agreement for their dog to participate