

Kent State University
Bark in the Park Release and Waiver

To participate in Bark in the Park, you must first read and agree to the Release and Waiver displayed below.

By signing this document, you will be indicating that you accept the terms of the Release and Waiver, and you will then be presented with the opportunity to participate in Bark in the Park.

READ THIS INFORMATION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

In consideration for You, and any Minor Child or Dog accompanying you being permitted to participate in "Bark in the Park at Olga Mural Field at Schoonover Stadium" (the "Event"), you must agree to the following terms and conditions by clicking the "I Accept" button below:

1. I understand that participation in the Event may result in personal injuries, including illness or death, or property damages, both foreseeable and unforeseeable, to Me or any Minor Child or Dog accompanying Me, and I assume any and all risk for such personal injuries, including illness or death, or property damages sustained by Me or any Minor Child or Dog accompanying Me, even if arising from the negligence of the Released Parties.

2. I agree, for Myself, any Minor Child accompanying me to the Event, and all of our respective heirs, legatees, executors, administrators, successors, and assigns, or anyone acting on our behalf ("Releasers"), to forever waive, release, and discharge Kent State University ("KSU") and its Board of Trustees, employees, agents and officials (together the "Released Parties"), from any and all claims, demands, causes of action, proceedings, losses, damages, liabilities, costs and expenses (in all cases including reasonable attorney's fees), of any kind or nature, that relate to or arise in any way from attendance at or participation in the Event by Me or any Minor Child or Dog accompanying Me ("Claims"), even if arising from the negligence of the Released Parties. I further covenant not to sue or otherwise pursue any form of recovery or legal action, including arbitration, against any of the Released Parties and arising from or relating to any Claim.

3. I agree that I am solely responsible for any claim for personal injury, injury to a Dog, or property damage made by any party and based in whole or in part on My, my Minor Child's, or my Dog's attendance at or participation in the Event. In particular, I agree to pay all cleaning or repair costs resulting from any damage to Olga Mural Field at Schoonover Stadium (the "Stadium") caused by my Dog. I further agree to defend, indemnify, and hold harmless any of the Released Parties from any allegation, action, or lawsuit brought against any of the Released Parties by a third-party and based in whole or in part on My, my Minor Child's, or my Dog's attendance at or participation in the Event.

4. I represent that I am an adult over the age of 18 and that any Dog accompanying me to the Event is:

(a) in good health as of the Event date; April 19, 2026;

(b) has the following current vaccinations (and will provide proof upon request):

- Rabies.
- DHLPP - (Distemper, Hepatitis, Leptospirosis, Para influenza) sometimes referred to as the Combo Vaccination, especially when it includes Parvo.
- Parvo – often may be included in the DHLPP and indicated as DHLPP.
- Bordatella - sometimes referred to as Kennel Cough OR Tracheobronchitis.

(c) is trained not to engage in behavior that could result in injury to person and/or other dogs or damage to property; and

(d) does not have any prior history of causing harm to persons, other dogs, or property.

5. I agree that I will promptly remove my Dog from the Event if I am unable to reasonably control its behavior. I understand and agree that KSU and its employees and agents shall have sole discretion to decide whether: (a) to admit Me, or any Minor Child or Dog accompanying me, into the Stadium; (b) to limit or restrict participation in the Event by Me, or any Minor Child or Dog accompanying me; or (c) to eject Me, and any Minor Child or Dog accompanying me from the Stadium. I further understand and agree that I am not entitled to any compensation or other recourse resulting from any decision or action made by KSU or its employees and agents under this paragraph.

6. I agree that in case of emergency, KSU and its employees or agents may authorize necessary treatment for Me, or any Minor Child or Dog accompanying me to the Event, to the greatest extent permitted by law.

7. I agree to abide by all the rules and instructions given to me orally or in writing before or during the Event by KSU or its employees and agents.

8. I agree to grant KSU or its designees, without further compensation, an unrestricted, worldwide license in perpetuity to use, without further notification, the name, voice, image, likeness, actions, and statements of Me or any Minor Child or Dog that accompanies me to the Event, for any purpose, including but not limited to advertising, promotional or commercial purposes, in any media known or subsequently developed.

By signing this document, I acknowledge and agree to all the Terms and Conditions above, including but not limited to the WAIVER OF LIABILITY in paragraph 2:

Email

Address

Name and Breed of Dog

City/State/Zip

Participant's Name (Print)

Phone

Participant's Signature

Date Signed