

The University of Texas Rio Grande Valley Release and Hold Harmless Agreement

OWNER: _____ **DOG NAME:** _____ **Address:** _____

Email Address : _____ **Cell Phone :** _____

INSTITUTION: The University of Texas Rio Grande Valley **DESCRIPTION OF ACTIVITY:** Bark in the Park Event

LOCATION: UTRGV Baseball Stadium **DATE(s):** Saturday, April 4 @ 1 p.m. vs. Northwestern State

1	I hereby elect to participate in said activity, and to enter the above-named premises and engage in such activity, knowing that the activity may be potentially hazardous to me and my property.	IN
2	I agree to be bound by the terms of rules and regulations established by the UTRGV Department of Athletics and the University of Texas Rio Grande Valley (UTRGV) for both the Stadium and the Event, and I will abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, as well as all rules and regulations that are adopted for this Event by the UTRGV Department of Athletics or any of its affiliates.	IN
3	I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, both known and unknown, OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. Including, without limitation, all risks and danger inherent in a canine-oriented event (e.g. dog bites, fights or altercations, falls, contact with spectators at the Event) or the sport of baseball (e.g., thrown and/or batted balls, thrown bats, or contact or collision with any other persons). I accept personal responsibility for any and all actions of the Dog and agree that the Dog will be in my care and control during the Event. I hereby represent and confirm that the Dog is in good health and current on all vaccinations, including rabies, DHHL P and Bordatella, and that the Dog is not the subject of a quarantine order, a pending adjudication or administrative hearing, and has never been declared a dangerous, potentially dangerous or vicious or potentially vicious dog.	IN
4	I have read attachment 1 / Attachment 2	IN
5	I further agree that by signing below, and in consideration of my participation in the Event, I authorize UTRGV Department of Athletics and other affiliated entities to depict in perpetuity my and my Dog's likeness, images, name, words, voice, and biographical information ("Images") in photographic or other works appearing in any and all media for purposes of promoting, advertising, or marketing current or future events related to UTRGV, and I agree that such Images may be used by them for that purpose without compensation.	IN
6	I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Texas Rio Grande Valley , the State of Texas, their officers, servants, agents, or employees (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.	IN
7	I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.	IN
8	It is my express intent that this RELEASE AND HOLD HARMLESS Agreement shall bind the members my company, my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASEE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES to "the fullest extent permitted by the law". I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.	IN

I sign this AGREEMENT voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made.

(Participant)

Name (Printed) _____ Signature: _____ Date: _____

UTRGV Representative

Name : (Printed) _____ Signature: _____ Date: _____

**Attachment I
Owner Requirements**

WHEN

Saturday, April 4 @ 1 p.m. vs. Northwestern State

TICKETS

-Owners: \$9 (GA seating), available at the Ticket Box Office, Online at UTRGVTickets.com or by calling 956-665-3747

-Dogs: FREE, but must submit a completed attendance waiver prior to entry

ENTRY TO GAME

-Owners must purchase their tickets first, and then check in with their dogs at the gate into UTRGV Baseball Stadium.

-No dog will be allowed inside the park without completing the Bark in the Park attendance waiver. There will be a table with waivers available by the Coach Ogletree Plaza.

SEATING OPTIONS

-All dogs must be on a leash at all times.

DOG WASTE & WATER

-A maximum of (1) dog per person is permitted.

-Dogs must stay in the dedicated on the left field line.

-Owners are permitted to bring a water bowl for their dog but dog food is prohibited.

-UTRGV Athletics Marketing will purchase doggy bags that owners are required to use for pet waste disposal. We will give each dog one bag upon arrival at the stadium and have others at the trash cans. All trash cans are OK to use for dog waste disposal.

-Violators of these rules will be asked to leave UTRGV Baseball Stadium immediately.

-Water will be served community style in the Dog Play Area as well.

Exclusion of unruly dog or owner

UTRGV reserve the right to exclude or eject any and all unruly, rowdy or disruptive Owner or Dog from the Event and/or the Stadium without liability and that I shall be fully responsible for any damages or expenses, direct or indirect, incurred as a result of my or my Dog's disruptive behavior and/or ejection. I further agree that any Stadium official may authorize necessary treatment for me and/or the Dog in the event of injury.

Vaccinations

*Proof of current vaccinations for each dog must be present prior to entering UTRGV Baseball Stadium.

Date of Last Rabies, DHHP, and Bordatella Vaccines:

Attachment II

Is your dog right for Bark in the Park?

Yes, if your dog:

- Is old enough to be around other dogs and people (at least 4 months of age)
- Is up to date on all required vaccinations
- Is in relatively good health and can walk up and down several flights of stairs
- Does well on-leash and is not overly aggressive towards other dogs
- Is friendly towards humans and not excessively fearful
- Is a Vaqueros fan!

Probably not, if your dog:

- Is still too young to mix with a big crowd (under 4 months)
- Is a senior dog that would have trouble navigating stairs and being outside for an extended period of time
- Has aggressive tendencies towards other dogs or humans while on-leash (or off)
- Is a Northwestern State Demons fan! (Just kidding, all are welcome!)

Is your dog exhibiting any signs of illness close to the day of the game (ie, cough, nasal discharge, lethargy, diarrhea, etc.)? These symptoms can be signs of potentially infectious illnesses and it would probably be best for your dog as well as the other dogs in attendance, if they did not attend.

Older dogs, dogs with short snouts and/or dogs in general that are quickly prone to heat exhaustion should consider not attending this event or possibly plan on not staying for the entire game. The direct sun and heat can be a deadly combination for dogs. Dogs cool themselves down by panting and are not nearly as efficient as us humans. Please keep the comfort and safety of your dog in the fore front of your mind when planning out this fun day at UTRGV Baseball Stadium.

You are responsible for your dog's behavior at the event. Watch your dog for signs of stress that can lead to inappropriate behavior at all times.

Watch for signs of stress in your dog that could lead to confrontational behavior:

- Tail straight up and stiff, staring at other dogs.
- Hair raised on their backs
- Lip licking and avoidance of other dogs or people.
- Repetitive stress signals like yawning, heavy panting, or lip licking.

During dog interactions keep active attention on your dog and watch for body language that could indicate anxiety or stress.

When Humans Greet Dogs:

- Greet the owner first and ask the owner if it is OK to greet their dog
- Ask the dog if he would like to meet you, pat your leg and call him over. Do not approach dogs that are not interested in meeting you.
- Do not offer food to a dog other than your own without the owner's permission.

When Dogs Greet Dogs:

- Dogs sniff each other - this is a universal and appropriate way for them to greet.
- If both dogs are showing relaxed and calm body language, allow your dog to sniff and be sniffed by others.
- If your dog is avoidant of other dogs or is uncomfortable with being sniffed and approached by stranger-dogs he may not enjoy an outing to the park!