

## DOG HAUS MEMBERSHIP AGREEMENT AND LIABILITY WAIVER

This Membership Agreement and Liability Waiver (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DOG HAUS TLH, LLC ("Company") and the Member, as defined below. In consideration of Member being granted a Dog Haus Park membership, and in consideration of the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Member Information. The Member represents and warrants that the information provided online or in person is true and correct.
2. Membership. Member has purchased a membership granting Member access to the Dog Haus Park, which is owned by the Company and located at 495 S. Blair Stone Road, Tallahassee, FL 32301, at such hours as the company determines and upon the terms and provisions set forth herein. Member agrees that this Agreement and the Dog Haus Park membership is not transferable or assignable by Member.
3. Representations. The Member represents and warrants that the following information is true and correct:
  - a. My dog(s) is in good health and current on the following vaccinations: DHPP, Bordetella, Rabies.
  - b. My dog(s) is 4 months or older.
  - c. If older than one year, my dog(s) is spayed or neutered.
4. Park Rules and Regulations. Member agrees to abide by the current park rules and regulations which are attached as Exhibit "A" hereto, and any subsequent park rules and regulations which may be added by the Company at any time. The Company reserves the right to alter or amend its rules and regulations at any time. The Company reserves the right to immediately suspend or terminate membership upon any violation of such rules and regulations.
5. Assumption of Risks. Member understands that the Company has created the Dog Haus Park for dogs, their owners, and their guests to enjoy together. Member understands and acknowledges that the use of this park means that Member is taking certain risks of damage or injury to Member and Member's guests, property, and dog(s) and to others in the park and associated facilities. Member acknowledges that when dogs are around unfamiliar people and other dogs, some accident or injury may result, and that people, dogs and/or property might be injured or damaged. In exchange for Member using the Company's Dog Haus Park and associated facilities, and as a condition precedent to same, Member hereby agree to assume these risks, for Member and Member's guests, property, and dog(s). Member agrees to stay vigilant regarding the property and regarding Member's property and dog(s). Member agrees that it is solely the Member's responsibility to determine whether the Dog Haus property itself and any particular situation involving other members, guests and dogs is safe for Member and Member's guests, property, and dog(s). In allowing my dog(s) on the Dog Haus property (on or off-leash), Member understand the risks and agree to accept responsibility for any and all problems or damages that may occur, including, but without limitation, the following:

- a. Ingestion of materials or substrates in an outdoor environment
- b. Injuries related to outdoor environments/ agility equipment
- c. Potential encounters with wildlife including birds, biting or stinging insects or fleas and ticks
- d. Skin allergies/hot spots
- e. Torn toenails
- f. Cruciate tears/orthopedic problems
- g. Bite wounds or injuries to dogs or humans
- h. Any and all other injuries that may be sustained by a dog or human
- i. Upper respiratory infections/possible contagious infections
- j. Weather related health issues

\*This is only a sample of potential hazards and is not intended to be an all-inclusive list\*

The Member is solely responsible for any and all expenses incurred.

6. Liability Waiver and Indemnification. In exchange for the opportunity to use the Dog Haus Park and associated facilities, and as a condition precedent to same, to the maximum extent permitted by law, Member, on behalf of Member and Member's dog(s), guests, invitees, associates, affiliates, and agents, hereby indemnify, hold harmless, release, discharge, and agree to defend the Company and its members, managers, representatives, agents, and employees from any and all liability, claims, demands, causes of action, loss, damage, or injury to any person, dog, and/or property, including any death and serious injury, while being on, or using, the Company's property and associated facilities. The indemnification obligations in this paragraph are in addition to and not in lieu of any common law indemnification to which the Company may be entitled. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.
7. Further Indemnification. Member also agrees to be responsible for Member's guests, dog(s), invitees, associates, affiliates, and agents, and for any liability caused by Member and/or Member's guests, dog(s), invitees, associates, affiliates, and agents while on the Company's property including the Dog Haus Park and associated facilities. To the maximum extent permitted by law, Member agrees to indemnify, hold harmless, and defend the Company and its members, managers, representatives, agents, and employees from any and all liability, claims, demands, causes of action, loss, damage, and/or injury to person, dog, and/or property, including any death and serious injury which may be caused by Member or Member's dog(s), guests, invitees, associates, affiliates, or agents while on the Company's property including the Dog Haus Park and associated facilities. The indemnification obligations in this paragraph are in addition to and not in lieu of any common law indemnification to which the Company may be entitled. The indemnification obligations herein shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.
8. Denial of Entry; Termination. The Company reserves the right to deny entry to the facility or membership in the facility for any reason, and to terminate membership or expel a person and/or

dog from the facility for any reason at the Company's sole discretion. If the Company terminates a membership, the Company reserves the right to retain or return any pro-rated fees at its sole discretion.

9. No Waiver. The failure of either party to this Agreement to insist on the performance of any of the terms or conditions of this Agreement or to exercise any right or privilege under this Agreement or the waiver of any breach of the terms of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges.
10. Jurisdiction and Venue. Any action at law, suit in equity, or other judicial proceeding arising out of or related to this Agreement shall be exclusively instituted and maintained in the courts of Leon County, Florida, and each party waives the right to change venue. The parties also agree to submit to the exclusive jurisdiction of the State of Florida and waive any defense of lack of jurisdiction.
11. Jury Trial Waiver. The parties agree that any controversy which may relate to or arise out of this Agreement and/or the relationship between the parties would involve complicated and difficult factual and legal issues and that any action brought by either party against the other shall be determined by a judge sitting without a jury and the parties waive any and all rights to a trial by jury.
12. Attorneys' Fees and Court Costs. In the event either party is required to commence a judicial action regarding a dispute between the parties concerning the Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and court costs incurred in such action.
13. Severability. If any provision of this Agreement shall be invalid and unenforceable under applicable law, the same shall be deemed stricken from this Agreement and shall in no way affect any other provisions of this Agreement. Moreover, said invalid or unenforceable provision shall be reformed, if possible, so as to most closely accomplish the intent of the parties consistent with applicable law. This Agreement shall remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. No Admissions Against Interest. This Agreement and the recitals contained herein are not intended as admissions against interest by any party, and nothing set forth herein constitutes an admission against interest (whether related to liability or non-liability of any party or to damages alleged by any party).
15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile or PDF copy of this Agreement with the signatures thereon will be considered an original for all purposes.

16. Further Assurances. The parties hereto agree to execute any and all further assurances, documents, or writings that are reasonably requested by the other party to carry out the terms and provisions of this Agreement.
17. Governing Law. This Agreement is to be construed and interpreted in accordance with the laws of the State of Florida, without regard for the conflicts of law provisions thereof.
18. Construction. The parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement. This Agreement shall not be construed more strongly against the party responsible for drafting this Agreement.
19. Captions; Headings. The captions and headings contained herein are for reference purposes only and shall not be used in the construction or interpretation of this Agreement.
20. Capacity; Consultation With Attorney. Member is 18 years old or older and has the full legal capacity to enter into and execute this binding Agreement. Member intends for the provisions in this Agreement to binding upon Member's heirs, beneficiaries, next of kin, personal representative or executor, and assignees. Member has completely read and fully understands this Agreement and has voluntarily accepted the terms contained herein and agrees to be bound by them. Member has determined that this Agreement is fair and reasonable under all the circumstances and that this determination is based solely upon Member's independent judgment after consulting with counsel or after opportunity to consult with an attorney.

## EXHIBIT A

### PARK RULES AND REGULATIONS

#### Park Rules

- Use of the dog park is at your own risk. Attendants are always on site to maintain safety, ensure park patrons are monitoring their dog(s), and remove unruly dogs; however, each owner is solely responsible for their and their dog's actions and assumes all liability for damages suffered by any person or dog injured by the member or the member's dog(s) while on the premises.
- Please keep an eye on your dog(s) at all times.
- All dogs must be registered and hold a valid day pass or membership to enter The Dog Haus.  
**Humans are always free to enter the park.**
- All dogs must be in good health and current on the following vaccinations: DHPP, Bordetella, Rabies. Please upload all vaccination records prior to your first visit. Dogs must be 4 months or older to enter the park. All dogs older than one year must be spayed or neutered to enter the park.
- When entering and exiting the park, please ensure only one gate is open at a time to prevent dogs from escaping.
- Members are to clean up after their dog(s). All waste must be bagged and disposed of properly in the marked receptacles.
- **For safety reasons, children must be 10 years of age & up to enter the dog park. Children of this age will still need to be accompanied by an adult.**
- No outside food (including dog treats) or drinks allowed. Empty water bottles will be permitted, and free filtered water is provided.
- No dog toys are allowed inside the park.
- Only flat-buckle collars should be worn by dogs in the off-leash yard. Harness, prong, pinch, choke and electric collars are not allowed in the park.
- By entering the yard, you permit The Dog Haus Attendant's to handle your dog and break up any fights that may ensue, but you acknowledge that employees of The Dog Haus are not obligated to do so.
- Prior to gaining access to the park, you must check in at the reception area and enter the park in a calm manner.
- Dogs are required to be off leash when inside the park.
- At NO point can you leave the property without your dog. This will result in revocation of membership.
- No bullies. Rough play is acceptable as long as it is consensual. Mounting should be discouraged. If behavior ensues altercations are taken to stop the activity, the dog may need to be fully supervised by the owner or asked to take a time-out.
- If a fight between dogs occurs, some experts recommend each owner grab their own dog by the nape of the neck and pull up and out away from the other dog, then hold onto the dog until they calm down.
- Smoking is not allowed on premises.
- If for any reason, we must close the park briefly to accommodate for weather or maintenance, it will be posted on social media. Advance notice will be given if available.

#### FAQs

- What is The Dog Haus?
  - The Dog Haus is Tallahassee's first dog park and bar + coffeehouse. The concept brings engaged, community-minded people and their dogs together to share connections with their pups and each other in a joyful, creative, and safe space. The Dog Haus features a coffee and beer/wine bar with a large, covered patio, and two spacious dog parks outfitted with pet friendly astroturf for both large and small dogs – all supervised by trained Attendants.
- Where are you located?
  - We are located at 495 S. Blair Stone Road, Tallahassee, FL 32301.
- What's required for my dog to enter the park?
  - Your dog must be spayed/neutered by 10 months AND up-to-date (at a minimum) on Rabies, Distemper, and Bordetella.
- How much does it cost to enter the park?
  - Please see our membership and daily pass pricing here (link to membership page). Pricing shown is for dogs. **Humans are always free to enter the park.**
- I don't have a dog. Can I still come to The Dog Haus.
  - Absolutely. All are welcome. There is no charge for humans to enter the park.
- How do I purchase a membership or daily pass?
  - Memberships and daily passes can be purchased online. You will need to upload proof your dog(s) are up to date on the required vaccinations and sign a liability waiver prior to entering the park. After your registration is complete, a unique QR code will be generated that will need to be scanned prior to entering the park. Daily passes can also be purchased in person. Proof of vaccinations can be uploaded to the online portal or provided at check in.
- Are kids allowed to enter the park?
  - For safety reasons, children must be 10 years of age & up to enter the large dog park. Children of this age will still need to be accompanied by an adult. Children of any age are permitted in the small dog park.
- Can I leave my dog unattended?
  - Please monitor your dog at all times. At NO point can you leave the property without your dog. This will result in revocation of membership.
- When are you open?
  - Park hours are posted online here (link park hours). If for any reason, we must close the park briefly to accommodate for weather or maintenance, it will be posted on social media. Advance notice will be given if available.
- What can I bring inside the park?
  - Empty water bottles will be permitted, and free filtered water is provided. No outside food or drinks will be permitted. No dog toys are allowed inside the park.