

Atlantic General Hospital Foundation
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY,
PARENTAL CONSENT AGREEMENT AND RULES & REGULATIONS FOR DOGS

By attending the AGH Puppy Penguin Swim & Yappy Hour, I agree to the following:

I hereby release, discharge, and covenant not to sue Atlantic General Hospital, Atlantic General Hospital Foundation, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the AGH Puppy Penguin Swim & Yappy Hour takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity, I, or anyone in my group, my minor child(ren), and/or my dog's behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the "Releasees" from any loss, liability, damage, or cost which any may incur as the result of such claim.

In attending the AGH Puppy Penguin Swim & Yappy Hour with my dog(s) and should any injury occur to any person, other dog or property as a result of the behavior of my dog(s) at the AGH Puppy Penguin Swim & Yappy Hour, whether expected or unexpected, regardless of the stimulus for the behavior (i.e., dog's spontaneous conduct, the conduct of another dog, the conduct of any person or thing, or a combination of any of these), I will be solely liable and be held responsible for any injury or property damage that results there from (including reasonable attorneys' fees) and that I will indemnify, hold harmless, protect and defend any of the "Releasees" for any and all claims of liability and damages from any injury, property damage, loss, claim, or expense resulting from the behavior of my dog.

I will report any and all such injuries immediately to the AGH Foundation staff and Residence Inn by Marriott Ocean City staff.

In bringing my dog(s) to the AGH Puppy Penguin Swim & Yappy Hour, I understand that I am doing so at my sole risk, cost and expense and any harm that comes to the dog(s) shall be solely my responsibility; and that I will be solely responsible for cleaning up any messes made by my dog(s).

My dog(s) is healthy, free from parasites, has all necessary shots including rabies & distemper for dogs, and is not in heat.

I understand that if my dog(s) acts in any way considered aggressive or dangerous, I will have to leave the AGH Puppy Penguin Swim & Yappy Hour and will not be entitled to any refund.

I give my permission for photographs taken at the event in which my image, the image of any of my minor children, or the image of my dog(s) appears, to be used for promotional and/or advertising purposes by Atlantic General Hospital Foundation, their media partners or "Releasees" included above without compensation to me, my minor children, or my dog(s).

Only guests twenty-one (21) or older may purchase and/or consume alcoholic beverages with valid ID.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, PARENTAL CONSENT AGREEMENT, AND RULES & REGULATIONS FOR DOGS and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I understand that this release agreement is a contract and state that I have read all of its terms, am a legal adult (age 18 or older), fully understand them and am legally competent to execute this Release Form.