

ASSUMPTION OF RISK,
RELEASE OF CLAIMS, AND HOLD HARMLESS
IMPORTANT! THIS FORM MUST BE COMPLETED FOR PARTICIPATION

I, the undersigned, Participant (including parents or legal guardian of Participant, if Participant is under 18 years of age), desire to voluntarily participate in the 2025 Bark in the Park promotion to be held at Vanderbilt University ("hereinafter Vanderbilt") Hawkins Field on April 22, 2025 ("after "activity"). Participant understands that this activity involves the attendance of Participant and any dogs in the custody of Participant or in the custody of other Participants.

Participant understands that Vanderbilt does not require me to participate nor guarantee Participant's safety during participation in the activity and that there are inherent risks of property damage and personal injury to Participant and others that may result from participation. The specific risks may range from minor injuries (e.g., dog bites, scratches, bruises, and cuts) to catastrophic injuries (e.g., paralysis, and death). Participant understands that injuries or outcomes may arise from Participant's own or others' actions, inaction, or negligence; conditions related to any travel or other aspects of participation in the activity; or the condition of the location or premises where the activity is taking place.

Participant understands that Vanderbilt, in its sole discretion, may terminate Participant's participation in the activity at any time without notice or cause.

Participant voluntarily assumes the risks related to infectious disease, personal injury, or property damage, by voluntarily participating in this activity. Participant also acknowledges that it is Participant's responsibility to take precautions to safeguard Participant's health and safety. Participant understands that the rules and regulations of the activity and of the activity Sponsors are designed for the safety and protection of all participants, and Participant hereby agrees to abide by these rules and regulations. Participant also agrees and warrants that if, at any time, Participant feels unsafe, including threats from other dogs participating in the event, Participant will immediately advise a Vanderbilt representative of such unsafe conditions and will leave the activity.

Furthermore, in consideration of Vanderbilt offering this opportunity to participate in this activity, Participant agrees to and hereby does release from fault and discharge Vanderbilt and their trustees, agents, officers, employees, representatives, and servants (the "Parties") against loss (including reasonable attorneys' fees), from claims, demands, rights, or causes of action of any kind or nature ("Claims") to the extent arising from the negligent acts or omissions of the activity Sponsors and relating to Participant's participation in the activity. Without limitation, Claims include those at any time made or brought by Participant, or by any other person having a legal interest thereof, arising from or by reason of known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by Participant as a consequence of any accident or injuries in connection with the activity. Further, Participant agrees to indemnify and hold harmless the Parties from Claims resulting from Participant's wrongful or negligent conduct and relating to participation in the activity.

Participant attests that Participant is physically and mentally capable to participate in the activity. If Participant should suffer an injury or illness while participating in this activity, or any other activity associated with the event, Participant authorizes the Parties to use their discretion for transport to a health care facility and Participant takes full legal and financial responsibility for that action and for payment of all care Participant may receive.

Participant has reviewed the Rules, Recommendations and Information ("Rules") for the activity and agrees that it is Participant's responsibility to: (1) act in accordance with the Rules and any other Vanderbilt

University rules and regulations; (2) control myself and my dog; and (3) not act in any way that may cause injury/death or contribute to the injury/death of others or of myself or of any dog(s) while at the Event.

Participant represents and warrants that my dog has current Rabies, DHLPP, Parvo, and Bordetella vaccinations, is in good health and able to tolerate the presence of crowds and other dogs and has not demonstrated dangerous or aggressive behavior towards persons or other dogs. Participant agrees to abide by all the Rules and instructions given in connection with this activity. Participant acknowledges that he/she is solely responsible for the accuracy of information regarding his/her dog. Participant holds harmless and releases Vanderbilt from any liability or responsibility for verifying such information about any dog participating in the activity.

Participant further grants and conveys unto Vanderbilt any right, title and interest in any and to all photographic images and video or audio recordings and all copies thereto made of Participant and his/her dog by Vanderbilt during participation in the activity, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or records. Participant understands that Vanderbilt may use such images or recordings for educational or promotional purposes.

This agreement is intended to be broad and inclusive as permitted by the state of Tennessee. If any portion of this agreement is held to be invalid, then any such holding shall not affect the validity of the valid portions. This agreement will be construed in accordance with Tennessee law, and Participant agrees to submit to jurisdiction and venue in the state courts of Davidson County, Tennessee.

CAUTION: READ BEFORE SIGNING

By signing below, I acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review the release prior to signing. I have read the foregoing in its entirety and understand that I am signing an assumption of risk, release of claims, and hold harmless resulting from my participation in this activity.

[illegible]

RULES, RECOMMENDATIONS, AND INFORMATION

- An individual adult (must be 18 years or older) dog owner may only bring one dog
- All owners must show proof of current vaccinations, including rabies, Bordetella, and DHPP (as of April 22, 2024)
- Dogs must remain on a leash at all times.
- All dogs will ONLY be permitted in sections M and N of Hawkins Field
- Dogs must remain with their owner and cannot be left unattended at any time
- ID tags required
- Do not bring your dog if he/she is unreliable in crowds or with other dogs
- Vanderbilt Athletics reserves the right to refuse entry to any dog, and to eject any unruly, rowdy, or disruptive dog or owner from the Vanderbilt Soccer Complex.
- Be courteous and responsible – all owners must pick up after their dogs

PLEASE EMAIL ADAM.HANDLIN@VANDERBILT.EDU