

All About Paws and Ashby Animal Clinic Accompanied Swim Waiver, Assumption of Risk, and Release

This Waiver, Assumption of Risk, and Release was executed on the date written below by the undersigned in favor of Ashby Animal Clinic, Inc., a Virginia stock corporation ("AAC"), and All About Paws, LLC, a Virginia limited liability company ("AAP").

I desire to for both myself and my dog(s) to use the facilities of AAP (the "Premises"), specifically the therapy pool and pool room (the "Pool Facilities"). I hereby freely and voluntarily, without duress, execute this waiver under the following terms and conditions:

1. **Assumption of the Risk.** I understand and acknowledge that AAP is a canine exercise, therapy, and grooming facility, with dog owners, dogs, and a variety of equipment common to a working canine facility that present a risk of injury. I understand that all such risks may not be obvious, and the need to be alert, situationally aware, and prudent in such an environment. I understand the risks of coming on the Premises and allowing my dog(s) to use the Pool Facilities and recognize that doing so carries with it a risk of injury. I voluntarily assume the risk that I and/or my dog(s) may be injured as a result of coming on the Premises and using the Pool Facilities, including, but now limited to, slips and falls, drowning, dog bites, scratches, or any other injuries, and that such injury may result in personal injury, illness, permanent disability, and death. I acknowledge that my dog(s) may be accompanied by and AAC or AAP staff member in the pool. I acknowledge that I am permitted to enter the pool under staff supervision only. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, illness, disability, and death) to me, my dog(s), or anyone on the Premises for whom I am responsible and for any and all liability, damage, loss, claim, or expense of whatever kind or nature, including attorney's fees, related thereto (collectively, "Claims").

2. **Release.** I hereby release and forever discharge AAC and AAP and its officers, directors, managers, employees, agents, contractors, and affiliates (collectively, the "AAC and AAP Parties") from any and all Claims. I understand and acknowledge that this Waiver discharges the AAC & AAP Parties from any claim that I may have against AAC, AAP, and/or any of the AAC & AAP Parties with respect to any bodily injury, illness, death, or property damage that may occur to me in connection with visiting the Premises and using the Pool Facilities.

3. **Hold Harmless.** I hereby covenant not to sue and agree to defend, indemnify, and hold the AAC & AAP Parties harmless from any and all Claims asserted by me or anyone visiting the Premises or using the Pool Facilities for whom I am responsible against any of the AAC & AAP Parties.

4. **Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and that is Waiver shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Waiver, which shall continue to be enforceable.

Customer's Printed Name

Customer's Signature

Name of Dog(s)

Date

Ashby Animal Clinic, Inc. 1685 A Garbers Church Road, Harrisonburg, Va 22801

All About Paws, LLC 1685 B Garbers Church Road, Harrisonburg Va 22801