



TODAY'S DATE: _____



2022 K9 Corps One Day Pass



THIS CERTIFIES YOU TO HOLD A ONE DAY DOGWALKING PRIVILEGE AT HISTORIC CONGRESSIONAL CEMETERY.

WAIVER AND RELEASE OF LIABILITY

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

- 1. WAIVER AND RELEASE:** I know that entering and being in the Historic Congressional Cemetery ("Premises") where dogs are off leash is a potentially hazardous activity ("Activity"). PARTICIPATION IN THE ACTIVITY CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY, RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES, INCLUDING DEATH. I hereby assume the risks involved to myself and to any minors I bring into the Premises including, but not limited to falls, dog bites, and other potential hazards associated with being in the presence of multiple dogs off leash. I agree to properly supervise such minors to ensure that they are safe from any foreseeable danger arising from the Activity. I, for myself and any minors I bring into the Premises, do hereby waive and release, discharge and covenant not to sue HCC, and members of its staff and Board of Directors, and any committee members, and their heirs, representatives, successors, assignees, and agents, from all claims or liabilities of any kind arising from my involvement in the Activity.
- 2. Limitation of Liability.** HCC AND OTHER ENTITIES/ INDIVIDUALS LISTED OR REFERENCED ABOVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM MY USE, OR THE USE BY ANY MINORS IN MY CONTROL, OF THE PREMISES.
- 3. Indemnification.** I agree to indemnify and hold each of the entities/individuals listed or referenced above harmless from and against any and all damages, costs, claims or demands of any kind, including reasonable attorneys' fees, made by any third party (including but not limited to parents of any minor(s) I bring to the Premises) due to, or arising from, or relating to, the Activity by me or any minors I bring to the Premises, or my violation of this Release of Liability.
- 4. Applicable Law.** I agree that the statutes and laws of the District of Columbia, without regard to the conflict of laws principles thereof, will apply to all matters relating to the Activity and this Release of Liability. I agree that exclusive jurisdiction for any dispute related to the Activity resides in the courts of the District of Columbia and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the District of Columbia in connection with any dispute including any claim involving HCC or its affiliates, subsidiaries, employees, contractors, officers, directors, committee members and any other entity/individual described above.
- 5. Severability.** If any provision of this Agreement and Waiver is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions. BY INDICATING MY ACCEPTANCE OF THIS RELEASE OF LIABILITY, I AM AFFIRMING THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS RELEASE OF LIABILITY. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I AM SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO EXECUTE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

VISITOR INFORMATION

Print Name: _____

Signature: _____

Phone: _____

Email: _____

K9 Breed: _____

K9 Color: _____

HCC STAFF AUTHORIZED SIGNATURE: _____



MINIMUM \$10 PER DOG DONATION PAID: Cash Check Cashless Payment

TOTAL DONATION: \$ _____