



RELEASE AND DISCLAIMER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR SWIMMING ACTIVITIES PROVIDED BY THE AQUAPAWS (THE WILLOW TREE CANINE DAYCARE LTD)

These terms and conditions apply to all people and their pets entering our poolside area on the basis of booked services or the viewing of booked services provided by **AquaPaws (The Willow Tree Canine Daycare Ltd)**.

The Poolside area is defined as the whole area after entering the gate into the AquaPaws pool compound. By booking the services you acknowledge and agree to continuously thereafter, inspect the Poolside Area which they enter, and you further agrees and warrants that, if at any time, they are in or about Poolside Areas and they feel anything to be unsafe, they will immediately advise the officials of such and if necessary will leave the Poolside Areas and/or refuse to participate further in the booked service or event taking place.

It is your responsibility to manage your dog in the poolside area and keep it on the lead unless specifically requested to release your dog by an AquaPaws (The Willow Tree Canine Daycare Ltd) representative. We have made the poolside as safe for your dogs as possible, however it isn't a playground.

You hereby release waive, discharge and agree not to sue **AquaPaws (The Willow Tree Canine Daycare Ltd)** participants, associations or any subdivision thereof, venue owners, officials, dog owners, staff, rescue personnel, any persons in any Poolside Areas regarding the premises or booked services and each of them, their directors, officers, agents and employees. You release them from all liability in choosing to book and use the service. You release them from all loss or damage, any claim or demand on account of injury, damage or death to the persons attending, property or pet. This booking and service is offered at your own risk.

The responsibility of any minors (defined as those under 16 years of age) is strictly the responsibility of their guardian at the time of the booking **AquaPaws (The Willow Tree Canine Daycare Ltd)**, Allowing minors into the poolside area at the time of the booking is strictly at the risk of the guardians. You agree that **AquaPaws (The Willow Tree Canine Daycare Ltd)** has no responsibility in the result of injury, death or property damage relating to the attendance of minors in your care.

You agree that you and all participants attending the booked service, and, entering the poolside area are proficient enough in water (defined as proficient enough to prevent their selves from submersion without the aid of a floatation device). Should any person NOT be proficient enough, they enter the poolside area at their own risk but strictly should not enter the pool. **AquaPaws (The Willow Tree Canine Daycare Ltd)** takes no responsibility for those wanting to enter the pool with their dogs, this is done at their own risk.

You agree that **you** ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE. Arising out of or related to the booked services whether caused by the NEGLIGENCE of **AquaPaws (The Willow Tree Canine Daycare Ltd)** or otherwise.

By booking and attending you acknowledge that THE BOOKED SERVICES with **AquaPaws (The Willow Tree Canine Daycare Ltd)** ARE VERY DANGEROUS and involve the risk of serious injury, and/or death to their person or canine involved and/or property damage. Each of participants, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

YOU HEREBY agrees that this Release and Disclaimer of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the UK or County in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

YOU grant **AquaPaws (The Willow Tree Canine Daycare Ltd)** the irrevocable and unrestricted right and permission to use my likeness, image, photograph and/or voice recording ("Image") individually or with others in connection with **AquaPaws (The Willow Tree Canine Daycare Ltd)** broadcasting, promotion or other commercial exploitation of the event and in illustrations, promotions and art, editorial, advertising and trade usage to promote the event, including but not limited to any or all of the following: (a) to use, re-use, publish or re-publish my Image in whole or in part, separately or in conjunction with other materials, without restriction as to changes or alterations, made in any medium now or hereafter known or developed, and (b) to copyright works containing my Image in the Company's own name and any other name that it may select. I consent to use of any caption or other matter in conjunction with my Image and to use of my name in connection therewith if **AquaPaws (The Willow Tree Canine Daycare Ltd)** so chooses. I waive any right to inspect or approve the finished work in connection with which my Image may be used. I hereby release and discharge **AquaPaws (The Willow Tree Canine Daycare Ltd)** from all and any claims and demands arising from or in connection with the use of my Image, including claims for libel and invasion of privacy. This authorization and release shall insure to the benefit of the licensees, successors and assigns of **AquaPaws (The Willow Tree Canine Daycare Ltd)**, as well as to the person(s) who took the photographs, video or otherwise captured my Image.

By booking services ALL participants are requested to have read and agree to this release and disclaimer of liability, assumption of risk and indemnity, understand its terms, given up substantial rights by agreeing to it by booking electronically and agree freely and voluntarily without any inducement, assurance or guarantee. You intend your agreement by booking. To be a complete and unconditional release of all liability to the greatest extent allowed by law.