

## CONSENT AND RELEASE AGREEMENT

The individual named below (referred to herein as “**I**” or “**me**”) desires to participate, and/or have one or more dog(s) of which I am the legal “Owner,” as defined in Section 3.2-6500 of the Code of Virginia (as applicable, my “**Dog(s)**”) participate, in the recreational dog park services and related services (the “**Activity**”) provided by The Back Porch LLC, a Virginia limited liability company (the “**Company**”) at locations designated by the Company from time to time (the “**Premises**”). In consideration of myself and/or my Dog(s) being permitted by the Company to enter the Premises and participate in the Activity, and the intangible value that I will gain by participating or having my Dog(s) participate in the Activity, and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this Consent and Release Agreement (this “**Agreement**”).

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss (collectively, “**Losses**”). I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. I understand that, while the Company has implemented measures to reduce the risk of Losses from the Activity, the Company cannot guarantee that I will not suffer Losses while my Dog(s) and/or I are on the Premises or during my and/or my Dog’s participation in the Activity. NOTWITHSTANDING THESE RISKS, (A) I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED; AND (B) I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF LOSSES ARISING THEREFROM TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW.

2. I further acknowledge that my Dog(s) are deemed my personal property per Section 2.3-6585 of the Code of Virginia and that any risks of injury, pain, suffering, temporary or permanent disability, and/or death to my Dog(s) (collectively, “**Dog-Related Losses**”) would accordingly be deemed property damage to me. I acknowledge that risks of Dog-Related Losses may result from or be compounded by the actions, omissions, or negligence of the Company or Company contractors, employees, agents, and representatives (collectively, “**Affiliates**”), including negligent emergency response or rescue operations thereby. WITHOUT LIMITING ANY PART OF THIS AGREEMENT, (A) I ACKNOWLEDGE THAT I AM VOLUNTARILY HAVING MY DOG(S) ACCESS THE PREMISES AND PARTICIPATE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED; AND (B) I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF DOG-RELATED LOSSES ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY OF ITS AFFILIATES OR OTHERWISE.

3. To the fullest extent provided by applicable law, I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its Affiliates, officers, directors, managers, members, successors, and assigns (collectively, “**Releasees**”) on account of any Losses arising out of or attributable to my and/or my Dog’s being on the Premises or participating in the Activity (in the case of Dog-Related Losses, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise). I

covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

4. I confirm and certify all of the following statements and acknowledge that the Company is relying on these statements to allow me and/or my Dog(s) to enter the Premises and participate in the Activity:

(a) I understand and accept that the Company does not permit individuals to enter the Premises or participate in the Activity if they are under eighteen (18) years old unless they are accompanied by an adult at all times. I confirm and certify that I comply with these age restrictions at any time I enter the Premises or participate in the Activity.

(b) My Dog(s) and/or I are in good health and proper physical condition and do not have any medical or other conditions that would impair my Dog(s) and/or my ability to participate in the Activity. If at any time I believe conditions to be unsafe for my Dog(s) and/or myself, or that my Dog(s) and/or I are no longer in proper physical condition to participate in the Activity, I will immediately discontinue and/or have my Dog(s) discontinue further participation in the Activity.

(c) I understand and accept that the Company does not permit dogs to enter the Premises or participate in the Activity if:

(i) they weigh less than five (5) pounds or more than eighty-five (85) pounds. I confirm and certify that my Dog(s) comply with these weight restrictions at any time they enter the Premises or participate in the Activity.

(ii) they have been found to be a “dangerous dog” pursuant to Section 3.2-6540 of the Code of Virginia. I confirm and certify that my Dog(s) have not been so found to be a “dangerous dog” at any time they enter the Premises or participate in the Activity.

(iii) they have a prior history or tendency of aggressive behavior towards other humans or other dogs. I confirm and certify that my Dog(s) do not have such a prior history or tendency of aggressive behavior at any time they enter the Premises or participate in the Activity.

(iv) they do not have all of the following up-to-date vaccinations: (A) Distemper, (B) Bordetella, and (C) Rabies. I confirm and certify that my Dog(s) are current on all these vaccinations at any time they enter the Premises or participate in the Activity.

(v) they are (A) more than one (1) year old and (B) not spayed or neutered. I confirm and certify that my Dog(s) are less than one (1) year old and/or spayed or neutered prior to entering the Premises or participating in the Activity.

(vi) they are less than four (4) months old. I confirm and certify that my Dog(s) are older than four (4) months prior to entering the Premises or participating in the Activity.

(d) At all times while my Dog(s) are within the Premises, I shall make reasonable efforts to ensure my Dog(s) follow all rules, policies, procedures, instructions, and cautions of the Company with respect to the Activity, including but not limited to (i) no biting; (ii) no fighting or rough playing; (iii) no growling; (iv) no humping; (v) no excessive running; (vi) no toys, sticks, or other outside paraphernalia; and (vii) no treats or other outside dog food. I consent to the Company or its Affiliates enforcing all rules, policies, procedures, instructions, and cautions with respect to the Activity and disciplining my Dog(s) as reasonably necessary to so enforce them.

(e) I understand and accept that the Company reserves the right, in its sole discretion, to deny me and/or my Dog(s) entry into the Premises or participation in the Activity, and to remove me and/or my Dog(s) from the Premises or cease my or my Dog's participation in the Activity, for any of the following reasons: (i) any breach or misrepresentation of, inaccuracy in, or failure to perform, any representation, warranty, covenant, or other obligation under this Agreement by me; (ii) any violation by my Dog(s) of any of the rules, policies, procedures, instructions, or cautions of the Company with respect to the Activity; (iii) the Premises being occupied to maximum capacity, as solely set and determined by the Company based on the size of the Premises, which will vary from time to time; (iv) the presence of unsafe or improper weather conditions, as solely determined by the Company; and (v) any other good faith determination by the Company that such denial of entry or removal is necessary. I understand and accept that the removal of me and/or my Dog(s) from the Premises or the cessation of my and/or my Dog's participation in the Activity pursuant to this Section 4(e) will not result in any refund to me of amounts paid to the Company. I further understand and accept that the Company reserves the right to expel me and/or my Dog(s) from all future entry into the Premises and all future participation in the Activity for any of the foregoing reasons.

5. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees and arising out of or resulting from any claim of a third party related to my and/or my Dog(s) being on the Premises or participating in the Activity, including any claim related to my own negligence or any breach or misrepresentation of, inaccuracy in, or failure to perform, any representation, warranty, covenant, or other obligation under this Agreement by me.

6. I hereby consent to receive medical treatment, or have my Dog(s) receive medical treatment, deemed necessary in the Company's sole discretion if my Dog(s) and/or I are injured or require medical attention during my and/or my Dog's participation in the Activity. I understand and accept that such medical treatment may include, but not necessarily be limited to: (a) cleaning, sterilizing, and bandaging open wounds; (b) contacting medical professionals, including but not limited to veterinarians provided to the Company by me; and (c) arranging for

medical transportation and/or evacuation. I understand that in the event of injury to my Dog(s) resulting from or related to their presence on the Premises or participation in the Activity, the Company shall take commercially reasonable efforts to notify me. Accordingly, I agree to always make sure that the Company has a current phone number and/or email address in order to contact me while my Dog(s) and/or I are on the Premises and/or participating in the Activity. I understand and agree that I am solely responsible for all costs related to medical treatment pursuant to this Section 6. I hereby release, forever discharge, and hold harmless the Company and any other Releasee from any claim based on such treatment or other medical services.

7. I hereby grant the Company and Company Affiliates the right and permission to film, photograph, and otherwise record me and/or my Dog(s) by any means at any time I and/or my Dog(s) are within the Premises, in such manner as determined by Company in its sole but reasonable discretion in connection with the advertising and promotion of the Company. Company (and its successors, assigns, and licensees) is and will be the sole and exclusive owner of all right, title, and interest of every kind in and to all photographs, video, and audio recordings, and other depictions made hereunder in any and all media and formats whether now or hereafter known or devised (the “**Recordings**”), including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe for all purposes, including the right to exploit the Recordings in connection with the advertising and promotion of the Company, in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised, throughout the universe, without consent from or any royalty, payment, or other compensation to me. I understand and accept that I have no right of any kind to the Recordings, nor will I have any right to review or approve the Recordings at any time.

8. I hereby grant and license to the Company and Company Affiliates the rights to use to use my name, image, likeness, appearance, and voice as they appear in the Recordings, and my Dog’s name, image, likeness, appearance, and voice as they appear in the Recordings, in perpetuity, throughout the universe, in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised, including but not limited to internet streaming and downloading, websites, other digital transmission or delivery methods, mobile applications, television broadcast, cablecast, and satellite, home video, video on demand, radio, and print publications, on any platform, including but not limited to televisions, computers, and mobile devices, and in connection with ancillary products, including but not limited to merchandise, books, and software applications, without further consent from or any royalty, payment, or other compensation to me.

9. This Agreement will remain in full force and effect until terminated by the Company or me upon written notice to the other and will therefore apply each time I and/or my Dog(s) enter the Premises or participate in the Activity until so terminated. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the

Commonwealth of Virginia or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Charlottesville, Virginia, and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT I AM ENCOURAGED TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT PRIOR TO SIGNING. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.**

- I hereby consent and agree to the terms and conditions of this Consent and Release Agreement.

Name:

Address:

Email:

Phone:

Date of Birth:

- I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Consent and Release Agreement.

Name:

Address:

Email:

Phone:

Date of Birth:

Signed: \_\_\_\_\_

- By checking here, I am consenting to the use of an electronic signature in lieu of an original signature on paper. I understand that I have the right to request that I sign a paper copy instead. By checking here, I am waiving that right. I understand that, upon written request to the Company, I may obtain a paper copy of an electronic record at no cost to me.