

DOG PERMIT WAIVER OF LIABILITY
AND ASSUMPTION OF RISK ("WAIVER")

The Lake View Park Commission, Inc. ("LVPC"), a North Carolina non-profit corporation, is the homeowner's association for the Lake View Park Development ("LVP"). LVPC owns and manages all the common property in LVP ("Property").

As of this the ___ day of _____, 20____, _____ ("Dog Owner") has been granted a permit ("Permit") by LVPC to walk his or her dog and/or dogs ("Dog") on the Property. In connection with the issuance of the Permit, the Dog Owner agrees abide all Asheville City laws relative to animals and the rules of and regulation of LVP as set forth at www.thelakeviewpark.org (collectively, "Rules and Regulations"), and further agrees to the following:

1. Assumption of Risk. Dog Owner acknowledges and understands that walking his or her Dog on the Property ("Dog Walking") even in accordance with the Rules and Regulations, may involve certain risks ("Risks"). These Risks include, but are not limited to: dog fights; dog bites; theft or unlawful capture of dogs; escape by dogs; being knocked-down, chased or tripped by dogs; and dogs being hit by motor vehicles. Dog Owner assumes the Risks, both known and unknown, even if arising from the negligence of LVPC, its officers, directors, employees, agents, and independent contractors (collectively "Agents and Independent Contractors"). Dog Owner understands this assumption of risk is binding upon his or her heirs, executors, administrators, assigns, and successors in interest, and includes any guests accompanying Dog Owners in Dog Walking or any other parties engaged in Dog Walking the Dog while not accompanied by the Dog Owner (collectively, "Guests").

2. Waiver & Release from Liability; Indemnification. To the fullest extent allowed by law, Dog Owner agrees to waive, discharge claims, and release from liability LVPC, its Agents and Independent Contractors, from any and all liability on account of or in any way resulting from Dog Walking, even if caused by the negligence of LVPC, its Agents and Independent Contractors, in any connected with the Dog Walking. The Dog Owner further agrees to defend, indemnify, and hold harmless LVPC from and against any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, and criminal or civil judgments and settlements), costs (including, without limitation, court costs) and expenses (including, without limitation, attorneys' and accountants' fees) suffered or incurred by LVPC, or any successors or assigns thereto, as a result of, with respect to or arising out of the Guests' engaging in the Dog Walking, even if caused by the negligence of LVPC, its Agents or Independent Contractors.

3. Invalidity of Provision; Governing Law. In the event that any provision of this Waiver is found to be illegal, invalid, or unenforceable, it shall be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remaining provisions of the Waiver. This Waiver be governed and construed in accordance with the laws of the State of North Carolina. Any action related to this Agreement shall be commenced and prosecuted in the courts of Buncombe, North Carolina.

DOG OWNER ACKNOWLEDGES THAT HE OR SHE HAS THOROUGHLY READ THIS WAIVER, AND FULLY UNDERSTANDS THAT IT IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION. BY SIGNING THIS WAIVER, DOG OWNER IS VOLUNTARILY GIVING UP SUBSTANTIAL RIGHTS.

DOG OWNER: _____ Address: _____

By: _____ Phone Number: _____