





Daycare  Boarding  Grooming

### WAIVER AND RELEASE

This Waiver and Release Agreement (“**Agreement**”) is between Dallas Dog Palace, LLC (“**Company**”) and the individual signing below, including any dog or minor children under the care of said individual that accompanies you to Company’s premises for the event (collectively “**You**” or “**Your**”).

Company has agreed to allow you to access its premises at 3909 Eastside Ave., Dallas, Texas (the “**Premises**”) for a tour or other special event (the “**Event**”) subject to the terms of this Agreement.

**PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT CONTAINS A LIMITATION OF LIABILITY AND RELEASE OF CLAIMS AGAINST COMPANY AND OTHER IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.**

YOU HEREBY AGREE TO WAIVE AND RELEASE COMPANY, ITS OWNERS, OFFICERS, OR EMPLOYEES FROM LIABILITY FOR ANY PAST, PRESENT, OR FUTURE CLAIMS AND DAMAGES RELATING TO THE EVENT. YOU AGREE THAT THE ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS BROUGHT AGAINST COMPANY, ITS OWNERS, OFFICERS, OR EMPLOYEES, RELATING TO OR ARISING IN CONNECTION WITH THE EVENT, INCLUDING ANY SUBSEQUENT VISIT YOU MAKE TO THE PREMISES, INCLUDING ATTORNEYS’ FEES, SHALL NOT EXCEED \$500. YOU HEREBY GRANT COMPANY AN IRREVOCABLE LICENSE TO USE IMAGES AND VIDEO OF YOU AND YOUR DOG TAKEN DURING THE EVENT ON ITS WEBSITE, MARKETING MATERIALS, AND SOCIAL MEDIA ACCOUNTS.

Any dispute, controversy or claim arising out of or related in any manner to the Event which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The arbitrator shall make the initial determination of whether a given dispute between the Parties is required to be arbitrated. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement or the Event, except that a Party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction in Dallas, Texas if in its reasonable judgment such action is necessary to avoid irreparable harm.

AGREED:

Your Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_