

Flying Hound Fences



Happy Hills Animal Foundation, Inc.

Fence Agreement and Release of Liability

NOTICE THIS IS A LEGALLY BINDING AGREEMENT, By signing this Agreement you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against Flying Hound Fences/Happy Hills Animal Foundation, Inc (HHAF). Volunteers, Contractors, Agents and/or representatives as a result of any injury to person, property or animal arising out of or related to the fence/enclosure constructed/repaired on the property located at:

Name: _____

Street Address: _____

City/State/Zip: _____

IN CONSIDERATION OF THE CONSTRUCTION/REPAIR OF THE FENCE/ENCLOSURE, AND FLYING HOUND FENCES(HAPPY HILLS ANIMAL FOUNDATION, INC.) TIME OF THE RELEASED PARTIES AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY ACKNOWLEDGED, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

USE OF FENCE/ENCLOSURE: I agree that I and/or a family member(s) and/or friend(s) will help construct the fence and has signed a volunteer waiver before the construction begins. I agree that I will not modify the fence in any material ways, including without limitation by dividing, blocking off or removing any portion of the fence. I agree that the fence/enclosure has been provided by Flying Hound Fences and/or HHAF for use only by spayed/neutered (Altered) dogs. I agree that I will not place any un-altered dogs inside the fence/enclosure or allow any other person to do so and that I will **have** all dogs kept on the property altered. I agree that I will not chain or tether any dog anywhere on the property or allow any other person to do so. I agree that I will abide by all federal, state and/or local laws, ordinances, regulations or rules concerning the care and treatment of any animals on the property, including without limitation laws concerning adequate food, shelter, water or pen size. I understand and agree that Flying Hound Fences and/or HHAF may stop by the property where the fence is located at anytime to insure the previous statements are abided by and that Flying Hound Fences and/or HHAF will notify proper person(s) and/or authorities if there is any breach in this contract whatsoever. I agree that I will promptly notify Flying Hound Fences and/or HHAF of any change of residence or dog ownership. In the event of any change of residence or dog ownership or my breach of any provision of this agreement, I agree that Flying Hound Fences and/or HHAF will be immediately entitled to remove and reclaim the fence/enclosure from the Property. I also agree that in the event of Flying Hound Fences and/or HHAF dissolution, I will not hold any responsibility claims to building a fence after the fact even before or after my dog(s) may or may not have been altered or hold Flying Hound Fences and/or HHAF to any verbal promises or claims, made for purposes of this agreement, notification should be provided to Happy Hills Animal Foundation at 336-622-3620.

ACKNOWLEDGEMENT OF RISKS: I fully understand that the use of the fence/enclosure may pose inherent risks, dangers and hazards for me, my animals, my guests and invitees. I understand that these risks and dangers may be caused by the negligence of Flying Hound Fences and/or HHAF volunteers and the Released Parties, the negligence of other users of the fence, the negligence of third parties, accidents, breaches of contract, the forces of nature and/or other causes, and I acknowledge that risks and dangers may arise from foreseeable and unforeseeable causes. I hereby assume all risk and danger(s) and all responsibility for any losses and /or damages to person(s), animal(s) or property that may result from the construction/repair of the fence/enclosure on the property. I further acknowledge and agree that, included within the scope of this Agreement are no claims or causes of action (a) arising out of performance, or failure to perform, maintain, and/or inspect, the fence/enclosure, and/or, (b) relating to the failure to warn of dangerous conditions existing on the Property.

WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO

SUE: In addition to the acknowledgements, waivers and releases discussed above, I hereby covenant not to sue and voluntarily agree to waive, release, indemnify and hold harmless Flying Hound Fences and/or HHAF and the released parties, from any and all liability and claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claims which may arise out of the construction/repair of the fence/enclosure on the property. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for any negligent acts or omissions by Flying Hound Fences and/or HHAF and the released parties in connection with the fence/enclosure and the construction/repair of the fence on the property. I agree that if I or anyone on my behalf brings any claims or action which would be barred by this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE, Flying Hound Fences and/or HHAF and the released parties will be entitled to recover from me the attorneys' fees and costs incurred in defending against that action, including the attorneys' fee incurred in presenting the defense of release.

VOLUNTEER SERVICE: I further understand and acknowledge that individuals assisting with the construction/repair of the fence/enclosure are providing services and such parties are neither or independent contractor, but rather, are providing services and performing work on a volunteer basis only.

SEVERABILITY: I agree that in the event any provision of the WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

I have read the above and by signing agree that it is my express intent to exempt and relieve Flying Hound Fences and/or Happy Hills Animal Foundation, Inc. (HHAF) and the released parties from liability for personal injury, property damage or wrongful death caused by negligence or any other cause, except for willful, wanton, reckless or grossly negligent conduct. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by Flying Hound Fences and/or HHAF and the released parties in connection with the fence/enclosure and the construction/repair of the fence/enclosure on the property.

Date: _____

Name (Print) (Dog(s) Owner) _____

Signature (Dog(s) Owner) _____

Printed Name of Property Owner _____

(If property owner is not on site, a signed letter of permission must be provided)

Signature (Property Owner) _____

Date: _____