



PUP FEST 2024

## **Paséa Pup Fest Event Waiver and Release Agreement**

### ***1. General***

I wish to participate in Paséa Hotel and Spa's Pup Fest, a dog-friendly festival featuring live entertainment, barky bites + drinks, vendors and more, ("Event") organized by Pacific City Hotel, LLC, dba Paséa Hotel & Spa ("Paséa"). In consideration for permitting my participation in the Event, I agree to the terms of this Event Waiver and Release Agreement ("Release Agreement").

### ***2. Behavior and Liability***

I certify that I am bringing a non-aggressive and well-behaved dog(s) which is (are) comfortable interacting with other dogs and humans to a dog-friendly event. I further recognize that by signing this Release Agreement I will be held liable for my behavior and that of my dog behavior, including, but not limited to bodily injury and/or physical damage directly or indirectly attributable to myself and/or my dog. I agree to pick up all pet waste and that my dog(s) will remain on a leash throughout the Event.

### ***3. Indemnification/Release of Liability***

I acknowledge that by signing this Release Agreement, I am releasing Paséa, its officers, members, managers, directors, employees, agents, and any other sponsoring or organizing parties associated with the Event, including, but not limited to Busch Group, LLC, Pacific Hospitality Group Ventures, Inc., Pacific City Investments, LLC, PC Mezz, LLC, Pacific City Operations, LLC, Van Wescomp HB, Inc., Eagle Four Equities, LLC, and Eagle Four Partners, LLC ("Released Parties"), from any and all liability for any acts, omissions or occurrences which may result, directly or indirectly, in injury to myself, my pet, my family members, any minors attending the Event under my supervision, or my personal property, as a result of my participation in or association with the Event, including travel to and from the Event, and I hereby agree to waive, release and forever discharge, on behalf of myself and my heirs, executors, administrators, legal representatives, assignees, and successors in interest, any and all claims for damages, rights or causes of actions which I any have, or which may hereafter accrue, against the Released Parties, including any claims arising from the Released Parties' own willful misconduct, fraud, negligence, or gross negligence.

I further agree to indemnify and hold harmless the Released Parties from any claims, rights or causes of action which may accrue to any individual or entity participating in, involved with or present at the Event as a result, directly or indirectly, of my own acts or omissions, or the acts or omissions of my pet, during my participation in or association with the Event, including travel to and from the Event, and that I shall indemnify the Released Parties for any damages awarded or expenses incurred as a result of any such claims, rights or causes of action, including, but not limited to, attorney fees and court costs.



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I affirm that my pet has been vaccinated for rabies, that it is not known to be vicious, and that it is free of any disease or condition which would make it a danger to any participant, spectator, other individual or dog. I accept all liability for damage to property or persons caused by myself, family members, other minors under my supervision, or my pet.

I understand that this Release Agreement is a contract which has legal consequences and I state that I have read all of its terms, fully understand them and am legally competent to execute this Release Agreement. This Release Agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver of modification.

This Release Agreement is executed on the date written below by the undersigned for themselves and/or lawful parent or guardian of a minor. I understand and agree to all the terms in this Release Agreement.

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Participant Name(s) (Please print including the names of all those in your party.)

\_\_\_\_\_

Pet's Name(s) \_\_\_\_\_

Participant Signature \_\_\_\_\_

Breed(s) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

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