

BERKSHIRE BOTANICAL GARDEN

DOG DAYS OF SUMMER

No unregistered dogs will be admitted into the Garden. All dogs are required to have a current dog license issued by a licensing agency and be properly immunized.

RULES & REGULATIONS:

Pet owners are responsible for their dog's actions and behavior at all times. Dogs must be attended and supervised at all times by a person eighteen years or older. Children under the age of eighteen must be accompanied by an adult. No unattended dogs are permitted in the Garden at any time. No more than (1) dog per adult is permitted at the garden at a time.

NO RETRACTABLE LEASHES ALLOWED. Dogs must remain on a non-retractable leash at all times. Leashes must be no longer than six (6) feet.

Pet owners must clean up after their dog. Pet owners must pay close attention to their dog and properly pick up and dispose of their waste before leaving the Garden. Please use discretion where you permit your dog to urinate. Many of the Garden's plants are sensitive to dog urine.

Aggressive or unruly dogs, wolves or wolf-hybrids, sick or female dogs in heat are not allowed in the Garden. Unneutered dogs must be closely monitored at all times.

Berkshire Botanical Garden reserves the right to refuse entry to or remove any dog from the BBG property, if necessary.

Dogs **MUST** be out of the Garden at the end of this event. Berkshire Botanical Garden reserves the right to ask any dog and patron to leave if they are in the Garden after 4pm.

WAIVER OF LIABILITY: I, the undersigned, hereby acknowledge and accept that I have voluntarily applied to participate in Dog Days of Summer (the "Event") at Berkshire Botanical Garden located in Stockbridge, Massachusetts on the date shown below. I fully understand and acknowledge participation in the Event involves risks of injury to me, any individual or dog accompanying me, and other persons or dogs. Such risks may result from aggressive dogs, unpredictable dog behavior and lack of proper training. I further understand and assume that despite the best efforts of Berkshire Botanical Garden to ensure participant safety, such risk is unavoidable.

I agree to follow all rules, regulations, and policies communicated to me by the Event organizers verbally and/or in writing, and will be responsible for adherence to such rules, regulations, and policies.

I will indemnify, defend and hold harmless Berkshire Botanical Garden, and each of their staff, officers, trustees, instructors, volunteers, and any and all other associates or agents, from and against any and all actions, in law or in equity, from liability claims for damages, demands, or judgments to any person or property which may result now or in the future from the conduct of this Event. I understand that this waiver includes any claims based on negligence, action, or inaction of any of the parties. I further expressly agree that the forgoing release, waiver, and indemnity agreement is intended to be broad and inclusive as is permitted by the law of the State of Massachusetts, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Name: _____ (please print)

Signature: _____ Date: _____