TERMS AND CONDITIONS, WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR Pups Patio

Please read these Terms and Conditions, Waiver, Assumption of Risk and Release of Liability (the "Agreement") carefully before visiting the PP. This Agreement is a legally binding contract between the PP and the individual visiting the Dog Park/Bar (referred to as the "Participant"). By visiting the PP, the Participant agrees to be bound by the terms and conditions set forth below:

1. Assumption of Risk: The Participant acknowledges and understands that visiting the PP involves certain risks and hazards, including, but not limited to: a) Dog bites, scratches, or other injuries caused by dogs present at the Dog Park/Bar. b) Tripping, slipping, or falling due to uneven terrain or any other hazardous condition. c) Interactions with other participants, dogs, or staff members. d) Exposure to allergens, including pet dander and food allergens. e) Consuming food and beverages that may contain allergens or pose health risks. f) Intoxication or impairment due to alcohol consumption. g) Any other risks associated with visiting PP.

The Participant acknowledges that they have considered these risks and voluntarily assumes all risks associated with visiting the PP.

2. Participant's Representations: The Participant represents and warrants that: a) They are at least 18 years of age. b) They are the legal owner or caretaker of any dogs they bring to the PP. c) All dogs they bring to the are properly vaccinated, licensed, and in good health. d) They will maintain control over their dog(s) and ensure their behavior does not endanger others. e) They will comply with all rules, regulations, and instructions provided by the PP.

3. Release and Waiver of Liability: In consideration of being allowed to visit P&P, the Participant hereby releases, discharges, and holds harmless PP, its owners, employees, agents, and representatives from any and all claims, liabilities, actions, damages, or expenses arising out of or related to any injury, loss, or damage that the Participant, their dog(s), or any third party may sustain while at PP, including those arising from negligence or breach of any duty of care.

4. Indemnification: The Participant agrees to indemnify and hold PP, its owners, employees, agents, and representatives harmless from any claims, demands, actions, or liabilities, including legal fees, arising out of or related to the Participant's breach of this Agreement, negligence, or willful misconduct.

5. Release of Image and Likeness: The Participant acknowledges and consents to PP use of photographs, video recordings, or other media that may feature the Participant or their dog(s) for promotional purposes without any compensation.

6. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Florida/Volusia County. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Florida/Volusia County.

By visiting PP, the Participant acknowledges that they have read and understood this Terms and Conditions, Waiver, Assumption of Risk and Release of Liability Agreement and agree to be bound by its terms.

TERMS AND CONDITIONS, WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

1. The recitals set forth above are true and correct and are incorporated in this Agreement in all respects.
2. Owner understands and acknowledges that (i) &P has created a restaurant with a private dog park for dogs, their owners, and their guests to enjoy together (the bar, private dog park, and PP's entire property constitute the "Park") that allows dogs to remain off leash in designated areas; (ii) the use of the Park means that Owner and Owner's Dogs are taking certain risks of damage or injury to themselves, their guest(s), their property, their dog(s), and to others in the Park; and (iii) that when dogs are around unfamiliar people and other dogs, accidents or injury may result, and that people, dogs, and/or property might be injured or damaged, including Owner and/or Owner's Dogs.
3. In exchange for Owner using the Park, and as a condition precedent to the same, Owner hereby agrees to assume these risks, for him or herself, their guest(s), their property, and their dog(s). Furthermore, Owner agrees that it is solely Owner's responsibility, not PP's, to determine whether the Park property itself and any particular situation involving other members, guests, and dogs are safe for him or herself, their guest(s), their property, and their dog(s). PP assumes no liability for any injuries sustained to or by Owner or Owner's Dogs. Owner acknowledges that he/she is voluntarily visiting the Park and participating in the activities there with knowledge of the risks involved and hereby agrees to accept and assume any and all risk of injury, death, or property damage, to him or herself and/or Owner's Dogs, whether caused by the negligence of PP, its employees, or otherwise.
4. Owner understands and agrees that Owner must vigilantly supervise and be in control of Owner's Dogs at all times during Owner and Owner's Dogs' visits to the Park. Owner must ensure Owner's Dogs are kept on a leash in all areas of the Park not explicitly designated as an off-leash area. Owner shall observe all leash laws to which Owner and Owner's Dogs are subject when traveling to and from the Park.
5. Owner understands that Owner is fully responsible for Owner's Dogs' behavior and shall promptly break up any disturbances or fights involving Owner's Dogs. Owner also understands that Owner is fully responsible for cleaning up after Owner's Dogs and shall dispose of all waste in a manner commensurate with any waste cleanup policy implemented by PP.
6. Owner understands that in admitting Owner's Dogs to the Park, Owner is representing to PP that Owner's Dogs have never previously harmed humans or other animals in any manner and have never exhibited any signs of aggressive or threatening behavior towards humans or other animals in any manner. Owner further understands that should any of Owner's Dogs display or demonstrate aggressive behavior or behavior deemed unacceptable by any member of PP's staff ("Staff"), Owner shall be required to remove Owner's Dogs from the Park.
7. Owner is representing and acknowledging to PP that Owner's Dogs have been evaluated by a licensed veterinarian and have been deemed by said veterinarian to be healthy, are at least FOUR (4) months old, are spayed or neutered if older than EIGHT (8) months, and are current on all vaccinations, including but not limited to, DHPP/DAPP, Bordetella, Distemper, Parvo, and Rabies. Prior to visiting the Park and upon request by any of the Staff, Owner shall provide proof of current vaccinations to P&P. Owner is further

representing and acknowledging to P&P that none of the Owner's Dogs has any condition that could potentially jeopardize the health.

8. P&P may refuse admittance to the Park to any dog or human (or, for the avoidance of doubt, any other animal), or to dismiss any dog that does not meet the health, temperament, or other standards set by PP, or which P&P, in their sole discretion, deems appropriate.

9. Any membership associated with this Agreement is non-transferable, non-refundable and may be cancelled at any time by PP or Owner, with such cancellation becoming effective upon the expiration of Owner's current membership term. PP shall not be responsible for reimbursing or refunding Owner any portion of any membership fees paid by Owner to TST for any unused portion of Owners membership. PP may revoke Owners membership at any time, with or without cause, in PP sole discretion, including if, at any time, Owner's Dogs misbehave while at the Park, as determined by PP in its sole discretion, if Owner's Dogs are involved in any fight with another dog, or if Owner's Dogs bite any person or other dog.

10. Staff may ask Owner to relocate Owner's Dogs to a separate play area or to remove Owner's Dogs from unleashed play at any time, subject to Staff's sole discretion, and may ask Owner to remove Owner's Dogs from the Park if the level of play of Owner's Dogs or any other dog exceeds a level Staff deems acceptable. Owner shall not be entitled to any refund for any visit during which Owner is asked to remove Owner's Dogs from the Park. If a dog is injured, Owner understands and agrees each Owner shall exchange contact information so they may reach an amicable resolution outside of P&P. If Owner refuses to exchange information, Staff may ask the Owner to leave and PP reserves the right to refuse entry to PP for Owner and Owner's Dog(s).

11. OWNER DOES HEREBY AGREE: (I) TO BE SOLELY FINANCIALLY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS P&P, INCLUDING ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND RELATED PARTIES (COLLECTIVELY, "RELEASED PARTIES"); (II) TO RELEASE, WAIVE, DISCHARGE, AND COVENANTS NOT TO SUE RELEASED PARTIES FOR ANY LOSS, LIABILITY, COST, CLAIM, OR DAMAGES OF ANY AND EVERY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES), EXPENSE (INCLUDING, WITHOUT LIMITATION, COSTS OF INVESTIGATION, DEFENSE AND/OR SETTLEMENT, AND REASONABLE ATTORNEY'S FEES AND/OR EXPENSES), AND/OR CAUSE OF ACTION, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, "DAMAGES") ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, AND/OR DEATH THAT OCCURS TO OWNER OR OWNER'S DOGS, OR ANY OTHER PERSON OR DOG, AS A RESULT OF OWNER ELECTING TO VISIT THE PARK (INCLUDING

DAMAGES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF TST OR STAFF); AND (III) TO KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISK OF HARM TO OWNER, OWNER'S DOGS, OR ANY OTHER PERSON OR DOG (INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF PP OR STAFF). OWNER UNDERSTANDS THAT ANY TIME GROUPS OF DOGS OCCUPY COMMON SPACE, THERE IS A CHANCE THAT A DOG MAY BE INJURED. BY SIGNING BELOW, OWNER GIVES PERMISSION FOR OWNER'S DOGS TO OCCUPY SPACE WITH OTHER DOGS, AND ACKNOWLEDGES THAT, ALTHOUGH PP HAS MADE EFFORTS TO PROVIDE A SAFE AND CLEAN ENVIRONMENT FOR HUMANS AND DOGS, OWNER IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, OR COVENANT (WHETHER EXPRESS OR IMPLIED) BY PP TO THAT EFFECT.

12. PP may change the rules governing Owner and Owner's Dogs at any time, with or without notice, subject to the absolute discretion of PP and Staff.

13. Owner understands and expressly agrees that each of the provisions in this Agreement shall be in full force and effect and shall apply to each and every one of Owner's and Owner's Dogs' visits to the Park. This Agreement shall remain in full force and effect as between TST and Owner, until and unless otherwise cancelled or superseded in a writing signed by the Parties.

14. If any one or more terms or provisions of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations and agreements with respect to that subject matter are merged herein.

16. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY

LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

17. This Agreement, including any membership interests, items or privileges connected hereto, may not be assigned or conveyed by Owner to a third party at any time under any circumstances. Assignment or conveyance by Owner of any of the foregoing shall lead to immediate termination of this Agreement and all of its rights and/or privileges. PP may assign or convey any of its rights under this Agreement.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida, without regard to its choice of law principles.

20. PP and the Owner each hereby: (a) agree that venue for all actions arising out of this Agreement shall lie exclusively in the courts situated in Volusia County, Florida; (b) irrevocably submit to the jurisdiction of any Florida or federal court sitting in Volusia County, Florida, in any action arising out of this Agreement; (c) agree that all claims in any such action may be decided in either court; and (d) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum for all claims brought in the courts of Volusia County, Florida. They also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. In the event of any litigation, including arbitration, between the Parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, arbitrations, trials, bankruptcies and appeals. If any dispute arising out of or relating to this Agreement is submitted to arbitration, the arbitrator or arbitrators shall have the power and authority to, and the Parties hereby direct that such arbitrator or arbitrators shall, determine entitlement to attorneys' fees and costs, and the amount of such attorneys' fees and costs, to be awarded to the prevailing party.

22. OWNER HEREBY CERTIFIES THAT OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ALL PROVISIONS HEREOF. BY SIGNING BELOW, OWNER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND WARRANTS THAT OWNER IS THE OWNER OF THE OWNER'S DOGS, OR IS THE OWNER'S AGENT FOR PURPOSES OF VISITING THE PARK, AND HAS THE OWNER'S AUTHORITY TO ENTER INTO THIS AGREEMENT ON OWNER'S BEHALF.