

HERITAGE LANDINGS ASSOCIATION, INC.

PET APPROVAL APPLICATION

1. Owner/Buyer/Tenant Names (Adults): _____

2. Type of Pet: (a) _____ (b) _____
3. Name of Pet: (a) _____ (b) _____
4. Breed: (a) _____ (b) _____
5. Weight: (a) _____ (b) _____
6. Service Animal (See Policy): Yes No Emotional Support Animal: Yes No
7. Vaccination History: Attach current vaccination records for all pets.
8. Behavioral History: Attach all Animal Control Citations, veterinary records, etc., with any behavioral analysis of the pet(s). If none, initial here: _____
9. Pet Waiver: I/We understand that the Association requires pet owners to execute the attached Pet Waiver to be eligible to maintain a pet in the community, and I/we agree to execute such waiver in connection with this Application. Initials: _____
10. Insurance: I have current general liability insurance for some or all pets specified.
Yes No (If yes, attach a copy of all Insurance Declarations and Policies.)
11. I received and agree to adhere to the Rules and Regulations/Pet Policy, as they may be amended from time to time, including all provisions regarding pets. Initials: _____

I/WE CERTIFY that the above and attached information is correct and complete to the best of my/our knowledge.

Owner/Buyer/Tenant Signature Date

Owner/Buyer/Tenant Signature Date

ASSOCIATION USE ONLY:

This Application is Approved Conditionally Approved Disapproved

Notes/Conditions:

Authorized Signature: _____ **Name:** _____ **Date:** _____

HERITAGE LANDINGS ASSOCIATION, INC.

PET WAIVER AND RELEASE

PLEASE NOTE: ANY PERSON WHO INTENDS TO MAINTAIN A PET IN HERITAGE LANDINGS MUST SIGN THIS WAIVER.

1. By signing this Pet Waiver and Release (“Waiver and Release”), I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH MY MAINTENANCE OF, KNOWING ACQUIESCENCE TO MY GUESTS, INVITEES, FAMILY MEMBERS, OR ANY OCCUPANT OF THE UNIT IN WHICH I RESIDE MAINTAINING, AND PERMISSION GIVEN TO MAINTAIN A PET OR ANY ANIMAL WITHIN MY UNIT, IN THE HERITAGE LANDINGS COMMUNITY, OR ON ANY PROPERTY THAT HERITAGE LANDINGS CONTROLS OR OTHERWISE, WHETHER SUCH PET OR ANIMAL IS APPROVED BY HERITAGE LANDINGS OR OTHERWISE, with such risks including, but not limited to, any risks that may arise from the temperament or nature of the pet or animal, failure to adhere to the Rules and Regulations or any state or local law or ordinance, failure to warn any guest, invitee or other person of the presence or nature of the pet or animal, a lost pet or animal, failure to maintain control of the pet or animal.

2. I acknowledge that the Released Parties will rely on the representations of this Waiver and Release, and that the terms will survive my ownership or tenancy within the Heritage Landings community. In consideration of my acceptance of this Waiver and Release, I will be permitted to apply for and maintain an approved pet, subject to the provisions of the governing documents as they may exist from time to time. I hereby further represent as follows:

(A) I WAIVE, RELEASE, and DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage or loss, including the death or injury to a pet or animal, property theft, or actions or inactions of any kind, which may hereafter occur to me and is related to or arising out of my maintenance of, knowing acquiescence to my guests, invitees, family members, or any occupant of the Unit in which I reside maintaining, and permission given to maintain a pet or any animal within the Unit, in the Heritage Landings community, or on any property that Heritage Landings controls or otherwise, whether such pet or animal is approved by Heritage Landings or otherwise, THE FOLLOWING ENTITIES OR PERSONS:

HERITAGE LANDINGS ASSOCIATION, INC. and its directors, officers, employees, agents, management companies, heirs, personal representatives, successors, assigns, parents, subsidiaries, past and present attorneys and its attorney’s agents, employees, officers, directors, shareholders, executors, administrators, heirs, next of kin, successors, and assigns (collectively, “Released Parties”),

(B) I HOLD HARMLESS, PROMISE NOT TO SUE, AND WILL INDEMNIFY, to the fullest extent permitted by law, the Released Parties, as to any and all liabilities or claims made

or that could be made as a result of my maintenance of, knowing acquiescence to my guests, invitees, family members, or any occupant of the unit in which I reside maintaining, or permission given to maintain a pet or animal in my Unit, in the Heritage Landings community, or on any property that Heritage Landings controls or otherwise, whether such pet or animal is approved by Heritage Landings or otherwise, and whether caused by negligence or otherwise, including, but not limited to, death to person or any animal, personal injury, property damage or loss, subrogation, and premises liability.

3. I understand and agree that the Released Parties are NOT liable for the errors, omissions, acts, or any failure to act of any party or entity acting on their behalf.

4. I understand and agree that maintaining a pet or animal according to the Rules and Regulations, state and local laws and ordinances, and the proper handling, training and control of the pet or animal is my responsibility to be performed with due care and consideration of known, perceived and reasonably anticipated or discoverable circumstances, with or without prior research or inquiry, including but not limited to, the nature of the exposure of the pet or animal to people or other pets or animals, the temperament, biology and needs of the pet or animal, the presence of allergies, phobias, or any implemented restrictions related to pets or animals, and physical demands related to the pet or animal.

5. This Waiver and Release shall be construed broadly to provide a release and waiver to the Released Parties to the maximum extent permissible under applicable state and federal law. This Waiver and Release shall be binding upon my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I CERTIFY THAT I READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THE TERMS THEREOF. I AM AWARE THAT THIS WAIVER AND RELEASE DISCHARGES AND INDEMNIFIES THE RELEASED PARTIES OF ALL LIABILITY FOR THE RISKS ASSOCIATED WITH MY MAINTENANCE OF, KNOWING ACQUIESCENCE TO MY GUESTS, INVITEES, FAMILY MEMBERS, OR ANY OCCUPANT OF THE UNIT IN WHICH I RESIDE MAINTAINING, AND PERMISSION GIVEN TO MAINTAIN A PET OR ANY ANIMAL WITHIN THE UNIT, IN THE HERITAGE LANDINGS COMMUNITY, OR ON ANY PROPERTY THAT HERITAGE LANDINGS CONTROLS OR OTHERWISE, WHETHER SUCH PET OR ANIMAL IS APPROVED BY HERITAGE LANDINGS OR OTHERWISE, AND I SIGN BELOW KNOWINGLY AND VOLUNTARILY. I FURTHER CERTIFY THAT I RECEIVED AND READ THE RULES AND REGULATIONS.

Owner or Tenant Signature: _____

Name: _____

Date: _____