



The application for a dog walker permit (hereinafter the “Permit”) is made subject to the terms and conditions listed below.

**General Provisions**

The Permit Holder shall:

- (a) Ensure that the Permit is visible at all times while in a City of Mississauga park and shall present the Permit upon request to a By-Law Enforcement Officer, Security Services or Parks and Forestry staff member; and
- (b) Comply with all Leash-Free Zones area boundaries located in the City of Mississauga including, hours of operation and other related regulations.

**Municipal Freedom of Information Act:**

Personal information contained on this form is collected under the authority of section 11 of the Municipal Act 2001, SO 2001, c.25. The information will be used for the purpose of administering the Permit and will also be used for business you may conduct with the City. Questions about this collection should be directed to: Community Development Coordinator, Parks Operations 905-615-3200 ext. 5346.

**Observance of Law:** The Permit Holder agrees to comply with any bylaws, policies or regulations imposed by the City governing the use of the City of Mississauga parks.

**Limited Liability and Release:** The Permit Holder hereby releases and forever discharges the City, including the City’s elected officials, officers, employees, agents and contractors (hereinafter the “Indemnified Parties”), and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the Indemnified Parties shall not be liable to the Permit Holder or to anyone for whom the Permit Holder may be in law responsible for, any loss of/or damage to property, personal injury or death, or any other losses, action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or any of the Permit Holder’s permitted invitees, guests or participants during or otherwise in relation to or in connection with the use of the Permit and all activities relating to such use or any other matters under the Permit, negligent misrepresentation, breach of the *Occupiers’ Liability Act* or breach of statutory duty on the

part of the Indemnified Parties or the part of anyone for whom the City is in law responsible, by the presence of the Permit Holder or anyone else upon a City of Mississauga park, the conditions or state of repair of a City of Mississauga park and the breach of any of the provisions of the Permit by the City, including, but not limited to, any negligent act or omission of the Indemnified Parties which causes or contributes to any such injury, damages or loss.

**Liability Insurance:** To avoid the financial risks associated with the Limited Liability and Release and Indemnity clauses, the Permit Holder shall obtain general liability insurance adding the City as additional insured at its own expense. The Permit Holder shall provide such certificate of insurance evidencing that the City is included as additional insured, liability insurance in such amounts as deemed reasonable and appropriate by the City's Risk Manager, in his/her discretion.

**Indemnity:** The Permit Holder shall indemnify, defend and save the City harmless, including the Indemnified Parties from and against any loss, cost and expenses incurred by the Indemnified Parties because of any demand, action or claim brought against the Indemnified Parties as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder using a City of Mississauga park, or by anyone else permitted in a City of Mississauga park by the Permit Holder or by anyone for whom in law the Permit Holder is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the Indemnified Parties or on the part of anyone for whom the City is in law responsible, by the presence of the Permit Holder or anyone else upon a City of Mississauga park, the conditions or state of repair of a City of Mississauga park and the breach of any of the provisions of the Permit by the City including, but not limited to, any negligent act or omission by the City, its or their employees, agents, contractors, or invitees, which causes or contributes to any such injury, damage or loss.

**Noise and Enjoyment of Facility:** The Permit Holder shall not cause or permit noise or interference of any kind, which in the opinion of the City, may disturb the comfort or reasonable enjoyment of any other person in a City of Mississauga park.



**Use of Premises:** The Permit Holder agrees to use a City of Mississauga park only for the uses set out in the Permit. Any breach of the terms or conditions of the Permit and provision of false or incorrect information by the Permit Holder to the City in seeking the Permit on any questionnaire or information sheet will result in the immediate cancellation of the Permit. All monies paid by the Permit Holder to the City may be retained by the City and applied towards any losses or damages incurred by the City as result of the Permit's cancellation.

**Assigning or Subletting:** The Permit Holder agrees not to assign, sublet or permit use of the Permit by any other person other than those persons set out in the application unless prior written approval is given by the City.

**Termination:** The City may terminate the Permit and all the Permit Holder's rights hereunder immediately at any time in the event of any breach or default by the Permit Holder in the performance of any term or condition contained in the Permit, including, without limitation, failure by the Permit Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Permit Holder shall be liable for all damages and losses incurred by the City arising directly or indirectly or in consequence of or in relation to the breach or default by the Permit Holder.

**Non-Refundable:** The Permit is non-refundable.