

EBERWEIN DOG PARK

Application

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Owner's Name: _____

Address: _____ City/State: _____ Zip Code: _____

Email Address: _____

(Members will receive notifications about the Dog Park)

Home Phone: _____ Cell Phone: _____

1) _____
Dog's name _____ *Age** _____ *Breed* _____

_____ *Expiration date/Rabies* _____ **Titer test* _____ *S/N* _____

2) _____
Dog's name _____ *Age** _____ *Breed* _____

_____ *Expiration date/Rabies* _____ **Titer test* _____ *S/N* _____

3) _____
Dog's name _____ *Age** _____ *Breed* _____

_____ *Expiration date/Rabies* _____ **Titer test* _____ *S/N* _____

**Titer Test is permissible in lieu of the records for Rabies.*

Have you registered your dog(s) before? _____

Puppies under 4 months of age are not allowed in the dog park. _____ (Initial)

I understand that all dogs must be spayed/neutered. _____ (Initial)

I have signed and I certify that the above vaccination information is accurate. _____ (Initial)

I have signed the attached Acceptance of Risk and Release of Liability Form. _____ (Initial)

FOR OFFICE USE ONLY

Amount owed-Number of Dogs (Resident) _____ x \$45 per dog = _____

Amount owed-Number of Dogs (Non-resident) _____ x \$65 per dog = _____

Total Fee: \$ _____ Check # _____ Cash _____ Credit Card _____ (MC/Visa/Disc)

EBERWEIN DOG PARK *(continued)*

Application

Acceptance of the terms and conditions of this release and adherence to Dog Park rules are conditions of membership approval, retention, and renewal for the Eberwein Dog Park, hereinafter referred to as the dog park. The city of Chesterfield hereinafter referred to as the city, may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by the city. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of the city to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) the city does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, high-speed traffic on busy roads near the dog park, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the city, and (6) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges. I further acknowledge that I (1) have carefully read this release of liability and understand it fully; and (2) agree with, and accept its terms and conditions; and (3) have received a copy of the rules for dog park usage and agree to abide by these rules and to inform others I bring into the dog park, including supervised children age 10 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; and (4) agree to immediately report any unsafe property conditions to the city and (5) am not aware of any instance in which the dog I am requesting an annual permit for has shown aggressive fighting or biting behavior towards other animals or people. I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including supervised minors) accompanying me and/or accompanying my dog(s), or to my dog(s).

In consideration of the city permitting me to use the dog park, I hereby fully and forever release and discharge the city and its elected officials, officers, employees, volunteers, and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of use or intended use of said dog park and off-leash area premises by me, any spouse or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge the city and its elected officials, officers, employees, volunteers and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release. I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend the city, its elected officials, officers, employees, volunteers, and agents (the Indemnified Persons) from and against any and all claims (including for bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Person, to the extent it results or arises from use of the dog park by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this release or dog park rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this release, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I have carefully read this release of liability and understand and fully agree with its contents. I agree to obey all rules of the dog park.

Lessee signature

Lessee printed name

Date

EBERWEIN DOG PARK *(continued)*

Application

RULES & REGULATIONS:

- 1) Dog feces (and/or dog waste) must be picked up and disposed of properly by owners immediately.
- 2) Owners are legally responsible for their dogs and any injuries or damage caused by their dogs.
- 3) All dogs must be spayed or neutered.
- 4) All dogs must be on a leash until inside the fenced area.
- 5) No dogs over 20 lbs in the small dog park fenced area.
- 6) Dog owners must carry a leash at all times, closely supervise their dogs and at no time may the owner leave the fenced area without his/her dog.
- 7) Limit of three (3) dogs per person in the off-leash area.
- 8) Gates must remain closed except when entering and exiting the off-leash area.
- 9) All dogs must have been vaccinated and legally licensed prior to using the off-leash area and must wear a current Chesterfield Dog Park tag and ownership tags.
- 10) Dogs must be under visual and voice control at all times. Excessive barking or uncontrollable dogs must be removed immediately.
- 11) Owners must stop dogs from digging and fill any holes caused by their dogs immediately.
- 12) Pinch, spike and choke collars must be removed prior to entering the fenced off-leash area.
- 13) No children under ten (10) years of age are allowed. Older children must be under adult supervision and must not be permitted to run, shout, scream, or otherwise excite or antagonize dogs in the off-leash area. Dog handlers/owners must be at least 16 years of age.
- 14) No one may conduct any kind of commercial or professional business in the dog park without approval from the Parks, Recreation and Arts Director or his/her designee.
- 15) No climbing on or over the fenced area.
- 16) No smoking or tobacco use is allowed in the park.
- 17) The word "Owner" applies to the adult person accompanying the dog(s).
- 18) Hours of usage are from sunrise to sunset.
- 19) All dog owners who fail to comply with the above rules may be asked to leave the dog park and may have their park membership revoked.
- 20) Owners must otherwise comply with all rules governing the park and relevant parking regulations.
- 21) Use of the off-leash area by any dog constitutes implied consent of the dog's owner to all of the conditions stated in this section and constitutes a waiver of liability to the city of Chesterfield and an agreement and undertaking to protect, indemnify, defend and hold the city of Chesterfield harmless from any claims, suits or other actions caused by the conduct of a dog owner or their dog.
- 22) The water within the dog park will be shut off from October to March, weather permitting.

The following are not allowed in the fenced area of the Dog Park:

- 1) Dogs known to carry any disease or parasite transmittable to other dogs or humans.
- 2) Aggressive dogs or dangerous dogs.
- 3) Puppies under four months of age.
- 4) Animals other than dogs.
- 5) Alcoholic beverages, tobacco, food, dog treats, rawhide or glass containers.
- 6) Bicycles, skateboards, roller skates or blades, or any motorized vehicles except wheelchairs.

Residents: \$45 per dog and Non-Residents: \$65 per dog (renewed on a calendar year basis). At the time of purchasing dog tags from the city of Chesterfield, owner must present proof of residency (driver license, unpaid utility bill, etc.), record of dog's spayed/neutered, record of current Rabies shot and record of current Titer test.