

# UCity DOG PARK

## Application

P/314.505.8560

EMERGENCY/314.725.2211

[www.ucitymo.org](http://www.ucitymo.org)



Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

*(Members will receive notifications about the Dog Park)*

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

1) _____	_____	_____
<i>Dog's name</i>	<i>Age*</i>	<i>Breed</i>
		S/N

2) _____	_____	_____
<i>Dog's name</i>	<i>Age*</i>	<i>Breed</i>
		S/N

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)

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### FOR OFFICE USE ONLY

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

Tag(s) # \_\_\_\_\_ Proof of Vaccinations (Attached to this form) \_\_\_\_\_

Date: \_\_\_\_\_

## UCity 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 UCity Dog Park, hereinafter referred to as the dog park. The city of University City 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 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.

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Applicant signature

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Applicant printed name

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Date

# UCity DOG PARK *(continued)*

## Application

KEEP FOR YOUR RECORDS

### RULES & REGULATIONS:

1. All dogs must be calm and submissive prior to entering the dog park area.
2. Aggressive dogs or dangerous dogs are not permitted. Owners are legally and financially responsible for their dogs and injuries or damage caused by their dogs. The word "Owner" applies to the adult person whose name is on the membership application.
3. All dogs must have been vaccinated (Rabies, Bordetella, Canine Hepatitis, Distemper, and Parvovirus) and legally licensed prior to using the off-leash area and must wear a current University City Dog Tag. Dogs known to carry any disease or parasite transmittable to other dogs or humans are not permitted.
4. All dogs must be spayed or neutered.
5. Dog feces (and/or dog waste) must be picked up and disposed of properly by owners/handlers immediately.
6. Puppies under four months of age are not permitted.
7. All dogs must be on a leash until inside the fenced area.
8. No dogs over 20 lbs. in the small dog park fenced area.
9. Dog owners/handlers must carry a leash at all times, closely supervise their dogs and at no time may the owners/handlers leave the fenced area without his/her dog.
10. Limit of three (3) dogs per owners/handlers in the dog park area.
11. Gates must remain closed except when entering and exiting the dog park area.
12. Dogs must be under visual and voice control of the owners/handlers at all times. Excessive barking or uncontrollable dogs must be removed immediately.
13. Owners/handlers must stop dogs from digging and fill any holes caused by their dogs immediately.
14. Pinch, spike and choke collars must be removed prior to entering the fenced dog park area.
15. No children under ten (10) years of age are allowed in the fenced dog park area. Older children must be under adult supervision and must not be permitted to run, shout, scream, or otherwise excite or antagonize dogs in the dog park area. Dog owners/handlers must be at least sixteen (16) years of age.
16. No one may conduct any kind of commercial or professional business in the dog park without approval from the City Manager.
17. No climbing on or over the fenced area.
18. No smoking or tobacco use is allowed in the dog park.
19. No food items are allowed within the dog park area.
20. Animals other than dogs are not permitted.
21. Bicycles, skateboards, roller skates or blades, or any motorized vehicles or devices are not permitted.
22. Sharing the lock combination with non-registered users will lead to immediate revocation of rights of use of the owners/handlers.
23. Hours of usage are from 5:00 am to 10:30 pm.
24. All dog owners/handlers who fail to comply with the above rules may be asked to leave the dog park and their privileges revoked.
25. Owners/handlers must otherwise comply with all rules governing the park, relevant park regulations, and any other City ordinance.
26. Use of the dog park area by any dog constitutes implied consent of the dog's owners/handlers to all of the conditions stated in this section and constitutes a waiver of liability to the City of University City and an agreement and undertaking to protect, indemnify, defend and hold the City of University City harmless from any claims, suits or other actions caused by the conduct of a dog owners/handlers or their dog.