

**ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT FOR
USE OF DOG PARK**

The undersigned and his or her parent or legal guardian, if the undersigned is under 18 years of age, in consideration of membership in the Dog Park Association of Greater Lafayette, Indiana, Inc. (“Dog Park Association”) and permission to use the dog park operated by the Lafayette Parks Department and the Dog Park Association hereby expressly agree to the following:

- 1) I/we am/are fully aware of the risks and hazards in or arising from using the dog park. I/we hereby assume any and all risks, whether foreseen or unforeseen, and responsibility for any harm, injury, or damage which may arise from my/our use of or presence at the dog park and surrounding property, including, without limitation, the risk of bodily injury to me/us resulting from dog bites, viruses, or parasites, the risk of bodily injury, illness, or disease to my/our dog, the condition of the property, or the negligent or deliberate act of another person. The undersigned hereby accept(s) any and all responsibility for his/her/their own safety and welfare and the safety and welfare of my/our dog while at the dog park and surrounding property;
- 2) I/we agree to forever release, discharge, waive, and relinquish any and all actions or causes of action of liability against the Dog Park Association, the City of Lafayette, the Lafayette Parks Department, and the members, employees, directors, officers, and agents of the Dog Park Association, the City of Lafayette, and the Lafayette Parks Department (collectively the “Released Parties”), for any injuries, damages, losses or claims, whether known or unknown, including but not limited to, claims related to personal injury, property damage, wrongful death, and injuries, and illness, disease, or injury to my/our dog, which arise during or as a result of my/our use of or presence at the dog park and surrounding property or my/our dog’s use of or presence at the dog park and surrounding property, whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I/we release and forever discharge the Released Parties from all such claims;
- 3) I/we agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including but not limited to reasonable attorneys’ fees and other costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I/we (or anyone claiming by, under or through me/us) or any third party may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or as a result from my/our use of or presence at the dog park and surrounding property, or my/our dog’s use of or presence at the dog park and surrounding property, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

Rules and Regulations for Use of the Dog Park

Operated by the Dog Park Association of Greater Lafayette, Inc. and the Lafayette Parks Dept.
Adopted May 22, 2006

The Dog Park:

1. All dogs must display a Dog Park Association of Greater Lafayette, Inc. membership tag while inside the Dog Park.
2. The Dog Park is open from dawn until dusk.
3. Maintenance crews have priority access while working in the Dog Park.
4. Only three dogs per person are permitted in the Dog Park.
5. By law you are liable for damage and injuries inflicted by your dog.
6. Each member should enter using his/her own keycard. Please do not permit other members to enter the Dog Park unless they have also swiped their card.

The Dogs:

1. **Proof of rabies vaccine and/or proof of dog registration Lafayette or West Lafayette, is required of all dogs entering the park.** For your safety, and the safety of your dog(s), we recommend that your dog(s) be fully vaccinated for distemper, parvovirus, leptospirosis and bordetella. Dogs with communicable diseases are not allowed on park premises at any time.
2. Dogs should be parasite-free (both internally and externally). We recommend that you have your dog(s) complete an annual fecal exam to test for internal parasites. It is also recommended that dogs be on year-round heartworm and flea/tick preventative.
3. Female dogs in any stage of heat are not permitted in the Dog Park.
4. Dogs under 4 months of age are not permitted in the dog park for the safety of the puppies.
5. Dogs known to exhibit vicious, fierce, aggressive or dangerous behavior are not allowed in the Dog Park at any time. Dogs exhibiting unexpectedly aggressive behavior are to be removed at once. If your dog starts acting aggressively towards other dogs, you must immediately leash it and leave the Dog Park.

Dog Equipment:

1. Dogs must be leashed at all times when not in the fenced area.
2. For safety reasons, please remove pinch (prong), spike collars and hand collars from your dog prior to entering the Dog Park. A basic flat buckle collar is recommended.

Dog Playground, not People Playground:

1. The Dog Park is a designated "dog park." It is unsupervised, and members use the Park at their own risk.
2. The Dog Park is not intended as a children's playground, and it may not be safe for young children to be around the dogs using the park. **Children under the age of 12 years are not permitted inside the Dog Park.**
3. Bicycles, inline skates, roller skates, skateboards, strollers and motorized vehicles are not permitted in the Dog Park.
4. Wheelchairs, motorized wheelchairs, crutches, and walkers are permitted.

Droppings, Trash, Prohibited Items:

1. Owners must immediately bag and dispose of any pet waste left by their dog(s). Please bring pet waste to the attention of an owner who may not have noticed. Dog owners who intentionally fail to remove their dog's waste will be excluded from membership.
2. Smoking is not permitted inside the Dog Park.
3. People food is not permitted. GLASS CONTAINERS are not permitted inside the Dog Park. Non-alcoholic beverages are permitted. Please dispose of all litter in appropriate containers.
4. Dog treats are permitted, but rawhide is not permitted in the Dog Park. DO NOT feed dogs that do not belong to you.
5. Please fill any holes that your dog digs. Holes are a trip hazard and can lead to dog and people injuries.

Rule Violations:

1. You are responsible for the actions of your dog. The dog owner is liable for damages suffered by anyone who is bitten or otherwise injured by his/her dog while in the Dog Park. Parties involved in an injury should exchange names and phone numbers. Report serious incidents to park security, the Lafayette Police Department, and the Dog Park Association.
2. Dogs and Owners or Handlers creating a disturbance, engaging in inappropriate conduct or violating posted rules must leave the Dog Park immediately if requested by law enforcement personnel, park personnel, other members of the Dog Park Association of Greater Lafayette, or their designated agents.
3. Abandoning animals is prohibited.
4. **It is not permitted at ANY TIME to leave your dog(s) unsupervised in the Dog Park! If you need to leave the Park, your dog MUST go with you.**
5. The Board of Directors of the Dog Park Association of Greater Lafayette will review rule violations. Membership may be suspended or revoked at any time if it is found a park user has jeopardized the safety of other Dog Park users.
6. Members must provide the Dog Park Association with accurate contact information. If the Dog Park Association needs to contact you and your information is incorrect, your membership may be suspended.

Member Agreement
Dog Park Association of Greater Lafayette, Inc.

I/WE HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THE RULES OF THE DOG PARK. I/WE UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT, I/WE SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO SUE. I/WE DO SO FREELY AND VOLUNTARILY.

Each adult (aged 18 years or older) in the household must sign:

Signature

Date

Name (printed)

Signature

Date

Name (printed)

For minors (12-17 years of age):

As the parent or guardian of a minor child, I execute this release on my behalf of my minor child and agree to its terms.

Signature of Parent or Guardian of Minor

Date

Name of Parent or Guardian (printed)

Name of Participant (printed)

Signature of Participant