

Joey's Pet Outfitters Dog Park Application Use Agreement, Waiver and Release

OWNER INFORMATION:

Name: _____

Address: _____

City/State/Zip Code: _____

Home Phone: _____ Cell Phone: _____

E-Mail: _____

DOG INFORMATION (if you are not the licensed owner of the dog by signing below you are fully responsible for the actions and care of the dog while at Joey's Pet Outfitter's Dog Park)

Dog 1:

Name: _____ License Number: _____

Age: _____ Sex (please circle one): Neutered Male Spayed Female

Breed: _____ Color: _____

Veterinarian's Name and Phone: _____

Rabies Vaccination Expiration Date: _____

DHLPP Vaccination Expiration Date: _____

Dog 2:

Name: _____ License Number: _____

Age: _____ Sex (please circle one): Neutered Male Spayed Female

Breed: _____ Color: _____

Veterinarian's Name and Phone: _____

Rabies Vaccination Expiration Date: _____

DHLPP Vaccination Expiration Date: _____

Dog 3: please add on the back of this sheet

I have been provided with and acknowledge reading and understanding Joey's Pet Outfitters Dog Park Rules and Safety Tips and information on the use of dog parks to educate me on the possible risks associated with the use of the Dog Park. By signing below, I agree to comply with the Dog Park Rules and Safety Tips. I will inform others that I may bring to the park (including children) of these Rules and will ensure their compliance while using the park. My signature confirms that I am also not aware of any incidents in which my dog(s) has/have shown aggressive, fighting, or biting behavior towards people or other animals.

Signature of Owner

Date

Joey's Pet Outfitters Dog Park Rules and Safety Tips

In consideration for permission to use the dog park, the Owner of a dog agrees to abide by all of the following Rules. For purposes of these Rules, "Owners" shall mean every person who brings a dog(s) to the park and has the dog(s) in their care, custody or control.

1. All dogs must be licensed and wear a collar with a current license tag while in the park.
2. All dogs must be vaccinated for rabies and Owners must provide proof of current rabies vaccination before entering the park. Owners must keep shots current for all dogs.
3. Dogs under four (4) months are not permitted because of vaccination and licensing requirements.
4. All dogs must be spayed or neutered.
5. Owners must have control of their dog at all times; must prevent dominant and/or nuisance behavior: e.g. biting, fighting, digging and excessive barking; and must be prepared to leave the park if dog(s) engage(s) in behavior prohibited by these Rules.
6. Owners must carry leashes for each dog at all times, and are limited to **two (2) dogs per adult**.
7. All dogs must be leashed prior to entering and upon exiting the park.
8. Owners must clean up after their dog(s) and **tie the bags**. Please, no food or drink for Owners. Clean up stations are for cleanS up bags only. Water is permitted only for dogs in the park; **no treats**. The success of the park depends on its users leaving it cleaner than they found it.
- 9. Children under sixteen (16) years of age are not permitted in the park.**
10. The pond is for dogs only; swimming by Owners is strictly prohibited.
11. Owners are prohibited from climbing or leaning on the fences, gates or windmill.
12. The park is open during regular store hours: unless closed by Joey's Pet Outfitters for maintenance or due to inclement weather. All updates for the park will be posted via the Joey's Facebook page and/or email.
13. Management reserves the right to close the Dog Park for special activities, members will be notified of these activities via Facebook and/or email.
14. Management of Joey's Pet Outfitters has the right to revoke any membership and prorate any membership fee back to member at any time.
15. Management of Joey's Pet Outfitters has the right to revise these rules at any time, allowing for seven (7) days prior notice to all park members via Joey's Facebook page, verbal and/or email.

Use of the dog park is at your own risk. Joey's Pet Outfitters is not responsible or liable for injuries caused to persons or dogs while at the park, and all Owners are required to read, understand, and agree to a Waiver and Release of Liability which asks Owners to give up any right to assert a claim against Joey's Pet Outfitters related to the use of the dog park.

Each Owner is responsible for the actions of their dog(s). Under Michigan law, dog owners are responsible for damages or injuries inflicted by their dog(s). Owners must report all biting incidents to Ingham County Animal Control. If a dog bites another dog or a person, the incident must be reported, rabies vaccinations must be confirmed and witnesses must identify themselves and provide information.

JOEY'S PET OUTFITTERS DOG PARK USE WAIVER AND RELEASE

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR PERMISSION TO USE JOEY'S PET OUTFITTERS DOG PARK, YOU WILL BE EXPRESSLY ASSUMING THE RISK OF, AND LEGAL LIABILITY FOR, AND WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU AND/OR YOUR DOG MAY SUSTAIN AS A RESULT OF USING JOEY'S PET OUTFITTERS DOG PARK.

I hereby acknowledge that I have voluntarily applied to use with my dog(s) the dog park ("Park") operated by Joey's Pet Outfitters. I understand that the act of unleashing my dog(s) and being physically present within the Park necessarily involves a risk of injury to me, any persons that accompany me, other people using the Park, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. I acknowledge that Joey's Pet Outfitters has provided me with a copy of the Dog Park Rules and Safety Tips, information on the use of dog parks, and an article entitled "Dog Park Etiquette" by Pat Miller. When this Waiver and Release refers to "my dog," it includes me whether or not I am the legal owner of the dog, since I am the person responsible for the dog while using the Park.

I understand that the application/license system is not established to guarantee that dogs in the Park are safe or healthy. I also understand that dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to the dog, its owner/handler, other persons, or other animals. I further understand that dogs, irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and that not all hazards and dangers associated with dog activities can be foreseen. I agree to assume the risk of any injury to me, any individuals (including children) that accompany me to the Park, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Park.

I further understand and assume the risk that all dogs in the Park may not have been vaccinated for bordetella, distemper, parvovirus, or rabies, all of which could result in injury to me, any individuals (including children) accompanying me, and my dog(s). I also understand that there are certain inherent risks, including the propensity of a dog to behave in a dangerous way. Additional risks include, but are not limited to: the inexperience or irresponsibility of a dog owner/handler; the inability to predict a dog's reaction to sound, movement, objects, persons, or other animals; dog fights, dog bites, and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas, or other insects that may be present; and wild animals, such as skunks, raccoons, opossums, or stray dogs that could be present in the Park, all of which might injure or infect my dog(s); slip and falls, premises defects, equipment failure, failure in instruction/supervision, and other circumstances inherent to dog and/or outdoor activities. I knowingly and voluntarily accept responsibility for all of these risks in exchange for the privilege of using the Park.

It is my understanding that no agents or employees of Joey's Pet Outfitters will supervise the Park at any time and I therefore expressly assume responsibility for all risks associated with the Park. In signing this Waiver and Release, I fully release and discharge Joey's Pet Outfitters, its employees and volunteers, and others working on behalf of Joey's Pet Outfitters from any and all claims, demands, damages, rights of action, whether present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of the Park. I fully and forever release and discharge Joey's Pet Outfitters, its employees and volunteers, and others working on behalf of Joey's Pet Outfitters from any and all negligent acts or omissions with regard to the Park and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless Joey's Pet Outfitters, its employees and volunteers, and others working on behalf of Joey's Pet Outfitters for any damages for bodily injury, death, or damage, or loss to property, including legal and expert witness fees.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE, UNDERSTAND ITS CONTENTS, AND AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF JOEY'S PET OUTFITTERS DOG PARK RULES AND SAFETY TIPS, INFORMATION ON THE USE OF DOG PARKS, THE ARTICLE ENTITLED "DOG PARK ETIQUETTE" BY PAT MILLER, AND ACKNOWLEDGE THE RISKS ASSOCIATED WITH USING THE DOG PARK. IN SIGNING THIS AGREEMENT, I KNOWINGLY AND VOLUNTARILY GIVE UP THE RIGHT TO SUE JOEY'S PET OUTFITTERS RELATED TO MY USE OF THE DOG PARK.

Dog Owner (Signature)

Date

Dog Owner (Printed Name)