



2017

FOB EXP _____

MARK TWAIN DOG PARK APPLICATION

Residents: \$40 per year, \$10 for fob Non-residents: \$65 per year, \$10 for fob No refunds for partial use

Name _____ Waiver Signed _____

Address _____ City _____

Daytime phone: _____ E-Mail _____

AUTHORIZED USERS (MUST SIGN WAIVER)

Name _____ Phone _____ Waiver Signed _____

Name _____ Phone _____ Waiver Signed _____

DOG #1

Name _____ Breed _____ Color(s) _____ DOB _____

License issued by _____ License # _____ Expires _____

Rabies Expires _____ DHPP Expires _____ Bordatella Expires _____

Updates: Rabies _____ DHPP _____ Bordatella _____ Initials _____

DOG #2

Name _____ Breed _____ Color(s) _____ DOB _____

License issued by _____ License # _____ Expires _____

Rabies Expires _____ DHPP Expires _____ Bordatella Expires _____

Updates: Rabies _____ DHPP _____ Bordatella _____ Initials _____

DOG #3

Name _____ Breed _____ Color(s) _____ DOB _____

License issued by _____ License # _____ Expires _____

Rabies Expires _____ DHPP Expires _____ Bordatella Expires _____

Updates: Rabies _____ DHPP _____ Bordatella _____ Initials _____

Date _____	FOB # _____	Fee Paid _____
RO License verified _____	Initials _____	
ID # _____	App Scanned _____	In System _____



CITY OF ROYAL OAK
DOG PARK AND OFF-LEASH PLAY AREA WAIVER AND RELEASE

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR PERMISSION TO USE THE CITY'S DOG PARKS, 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 PARTICIPATING IN, ANY AND ALL ACTIVITIES CONNECTED WITH OR ASSOCIATED WITH THE USE OF THESE FACILITIES AND THE SURROUNDING AREAS.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) the dog parks and off-leash play areas ("Parks") owned and operated by the City of Royal Oak. I understand that the act of unleashing my dog(s) and being physically present within the Parks necessarily involves a risk of injury to me, any persons that accompany me, other people using the Parks, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. 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 Parks.

I understand that the permit/license system is not established to guarantee that dogs in the Parks 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 Parks, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Parks.

I further understand and assume the risk that all dogs in the Parks may not have been vaccinated for bordatella, 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 Parks, 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 Parks.

It is my understanding that no agents or employees of the City of Royal Oak will supervise the Parks at any time and I therefore expressly assume responsibility for all risks associated with the Parks, as well as any fixtures and equipment that may be located there in an unsupervised manner.

In signing this Waiver and Release, I fully release and discharge the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City 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 Parks. I fully and forever release and discharge the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City from any and all negligent acts or omissions with regard to the Parks and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City 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 AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND REGULATIONS, AND AGREE BY AFFIXING MY SIGNATURE BELOW TO COMPLY WITH THOSE RULES AND REGULATIONS. I WILL ALSO INFORM OTHERS THAT I MAY BRING TO THE PARKS (INCLUDING CHILDREN) OF THESE RULES AND WILL ENSURE THEIR COMPLIANCE WHILE USING THE PARKS. 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.

Dog Owner (signature)

Date

Dog Owner (printed name)

Additional handler (signature)

Date

Additional handler (printed name)

Additional handler (signature)

Date

Additional handler (printed name)

If Dog Owner or Additional Handler is under age 18, signature by a parent or legal guardian is required:

Parent/Guardian (signature)

Date

Parent/Guardian (printed name)

MARK TWAIN DOG PARK RULES

The dog park is open from 6am-10pm.

For the health and safety of our dogs and everyone who enters the dog park gated area, we have developed the following rules. To protect the park, you and your pet(s) please do not let people without a fob or an expired fob into the park. If their fob is expired we probably don't have proof of current vaccinations on file.

- Owners are legally responsible for their dogs and any injuries caused by their dogs
- Dogs with a history of, or who have exhibited aggressive behavior are prohibited.
- Dogs must be healthy, fully vaccinated (Rabies, DHPP, Bordatella), parasite free, licensed and wearing identification tags.
- Puppies under five (5) months old are prohibited.
- Owners must clean up after their dogs: No fecal waste may be left in park.
- Dogs must be supervised at all times.
- Dogs must be leashed prior to and upon leaving the dog park.
- No food, human or dog, is allowed in the park.
- Only dog owners, authorized users and dogs listed on an approved City of Royal Oak Dog Park Application may enter the dog park.
- Children between the ages of five (5) and fifteen (15) years old must be accompanied by an adult. Younger children must be closely supervised. Children under five (5) are prohibited.
- Each person sixteen (16) years and older may bring no more than three (3) dogs in the park at any time.

MARK TWAIN DOG PARK FOBS

- An application and waiver form must be completed and submitted at the city clerk's office
- The waiver form **must** be signed by the applicant and each authorized user
- Fees: Royal Oak residents \$40.00 annually
Non-residents \$65.00 annually
FOB \$10.00 (purchase or replacement)
No refunds for partial use.
- One fob is issued per address
- Only three (3) dogs per address may be registered on the application to use the park
- Documentation not indicating the required immunizations or expiration dates are not accepted. The dogs' birthdates are required to verify minimum age requirements.
- Owners receiving new or renewed memberships prior to their dog's licenses or shots expiring are responsible to update the above items prior to their expiration.
- Passes are valid for one year from the date of purchase.
- Passes can be revoked for any Code of Conduct violation.

CODE OF CONDUCT

One of our primary goals is to socialize our dogs to have good manners. We should practice what we preach and always be considerate of others and YOUR dog park will be an enjoyable, healthy, educational experience for handlers and dogs. In addition to the official dog park rules, here are some other things you should consider to help make your visit to the dog park a success.

Entering the Dog Park

- Dogs must be kept on a leash until they have entered the fenced area. Always open and close the dog park gate carefully.
- Do not enter the bull pen area if there is already someone in that area. This will eliminate the possibility of both gates being open at the same time.
- Place your dog leash in the bull pen area before entering the unleashed area. Some dogs can feel threatened if they are leashed in the presence of unleashed dogs.
- Quickly move away from the bull pen gate as you enter so that your dog will not feel cornered or threatened. This will lessen the problem caused when other dogs, already in the park, come to greet the new arrival, perhaps overwhelming the arriving dog.
- Call your dog away from the gates as other dogs are entering or exiting the park.

Children and Dogs - Focus on Safety

- While it is not recommended, children are welcome - however, child's play is not. Please understand this area is provided for dogs to interact with dogs and that your child could be considered an interruption in dog play.
- If you choose to bring your child within the park, you should supervise very closely! Playful, unsupervised children and playful, unleashed dogs mixed together could result in injury.
- Children should not run, scream or pick up and wave sticks. Running may trigger a dog's natural "prey" response, and it could begin to chase. Even a dog only intending to play may cause harm inadvertently.
- Instruct your child never to try to take a toy or food away from a dog. Dogs are very territorial; trying to remove a prized possession could provoke the friendliest of dogs. Explain to your child that it is unacceptable to grab at a dog. Even the best trained dog can react unfavorably if handled roughly.
- Teach your child never to run up to a strange dog, but to approach the dog and owner calmly. Always ask permission of the owner before allowing your child to pet the dog.

General Interaction and Courtesies

- Extend common courtesy to all other users.
- Dog parks can be a great place to interact with a wide variety of canine friends - however, this also means a variety of temperaments.
- Pay attention to your dog's interaction with other dogs. Learn to read and respond to your dog's behavior.
- As a part of their normal socialization, dogs will bark, snarl, or even snap at each other. Interfere and stop the behavior if it appears to be escalating.
- Immediately stop any aggressive behavior towards humans.
- Keep human food out of the enclosure. Dogs may become overly protective or aggressive. A normally well-behaved dog can jump or lunge for food, especially tasty human food, when hungry.
- If a choke collar gets hung on something while running, its wearer can become choked. Some dogs, while playing, like to softly bite the back of another dog's neck. Dogs wearing prong collars receive a much stronger bite during this type of play while dogs wearing spiked collars can inflict injury.
- Stay alert! Keep your head on a swivel at all times as groups of dogs will be running around having fun. People standing around are obstructions.
- If your pet has a contagious condition, stay away until a vet has said that there is no danger to other dogs. This includes parasites, influenza, and/or fleas. The "Golden Rule" applies here. Keep in mind that everyone at the park wants the same thing - socialized dogs that can have fun together. You'll find that some dogs will never get along. Don't worry. Let's face it, not all humans get along either!

Dog Waste and Care of the Park Space

- Always scoop your dog's poop! This is the complaint heard most often from opponents of dog park proposals. Bags are provided, use them!
- Please help with "Orphan Poop." You will occasionally miss some of your dog's poop and our continued use of this type of public amenity will depend on our control of this issue!
- Prevent dogs from digging, chewing or otherwise damaging property.
- Dogs should not be allowed on benches or tables; these are for people, not dogs.
- Please clean up YOUR park! Trash, cigarette butts and anything else on the ground may end up in a dog's mouth. Before you drop something on the ground, ask yourself, "Would I want my dog to eat this?"