

ROYAL OAK DOG PARK APPLICATION

Form must be submitted with fee, vaccinations certificate and proof of dog license. Please note, there will be no refunds for partial use.

First Name _____ Last Name _____

Full Street Address _____

City _____ State _____ Zip _____

Home Telephone: () _____ Alternate Telephone () _____

E-Mail _____

Other Authorized Users (include name and address of dog handler(s), if not listed above)

(1) _____

(2) _____

DOG #1

Name: _____ Age _____ Breed _____

Color/Markings _____

Municipality Issuing License _____ License No. _____

License Expiration Date (if community other than Royal Oak) _____

Vaccination Expiration Dates: _____ Rabies _____ DHPP _____ Bordatella

DOG #2

Name: _____ Age _____ Breed _____

Color/Markings _____

Municipality Issuing License _____ License No. _____

License Expiration Date (if community other than Royal Oak) _____

Vaccination Expiration Dates: _____ Rabies _____ DHPP _____ Bordatella

DOG #3

Name: _____ Age _____ Breed _____

Color/Markings _____

Municipality Issuing License _____ License No. _____

License Expiration Date (if community other than Royal Oak) _____

Vaccination Expiration Dates: _____ Rabies _____ DHPP _____ Bordatella

(Office Use Only)

Date _____

Fee Paid _____

Clerk Initials _____

FOB Issued _____

Waiver Signed _____

Dog Park Rules Issued _____



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)