

Release of Liability Waiver

It is my understanding that no agent or employee of Painted Hills Assoc INC will supervise the dog park at any time. I further understand that Painted Hills Assoc INC does not assume liability of loss, damage or any kind of injury sustained by any human or dog while using the dog park. I therefore, assume all risks associated with using the dog park, as well as fixtures and equipment located therein, in an unsupervised manner.

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the dog park at Painted Hills Assoc INC Hills. I understand the act of unleashing my dog(s) and being physically present inside the dog park necessarily involves risks of injury to me, other people, my dog(s), and other dogs, which risks are entirely my responsibility. I expressly assume all these risks. I further understand that dogs, irrespective of their training and usual past behaviors or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and I agree to assume the risk of injury to me, any individual accompanying me in the dog 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 dog park. I further understand and assume the risk that not all dogs present in the dog park have received the Rabies vaccine as required by law, and that not all dogs using the dog park have been vaccinated for Distemper, Parvo or Bordetella, all of which could result in injury to me and my dog(s). Additional risks include, but are not limited to: dog fights, dog bites and injuries to human and other dogs; dog theft or unlawful capture, dog escape over or under fences; plants and /or water sources in the park may be poisonous to dogs; park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, possums or stray dogs could be present in the park, all of which might injure or infect my dog(s). I understand and expressly assume all additional risks.

By signing this release of liability and using the dog park, I hereby fully and forever release and discharge, Painted Hills Assoc INC and all their employees and agents from any and all claims, demands, damages, rights of actions, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said dog park premises.

I agree by executing this Dog Park Use Waiver, I shall indemnify and hold harmless Painted Hills Assoc INC along with members of its Board of Directors, and all Officers, employees, committee members, volunteers and assigns from any and all liability that may result from my use of the dog park located on property owned or controlled by the Painted Hills Assoc INC. For purposes of the indemnification and hold harmless, "my use" means my use, the use of my family or the use of my guests or anyone using the dog park. This indemnification and hold harmless promise includes, but not limited to, injury to any person or any property resulting from my use of the dog park owned or controlled by properties of Painted Hills Assoc INC.

I have carefully read this release of liability and fully agree to its contents. I have received a copy of the Painted Hills Assoc INC Dog Park Application outlining rules for use, and agree to read all document before visiting the dog park.

This is a release of liability. Do not sign if you do not understand or do not agree with these terms. You must be 18 to sign.

Signature: _____

Date: _____

Dog Park Committee: _____

Date: _____

2020/2021 Painted Hills Dog Park User Applications

1. Painted Hills Association Member:

2. Dog Owner's Name *(if different from member) Guests must be accompanied by Painted Hills Member at all times)*

3. Dog Owner's Address:

4. Dog Owner's contact phone number:

_____ (mobile for text (yes or no))

5. Dog Owner's e-mail address:

6 Number of Dogs: _____

a) Dog's Name: _____

Breed: _____ Approx Age: _____ Sex: _____

Confirmation of Spay or Neuter - circle yes or no

(dogs not spayed or neutered are not to be in the park with other dogs)

Vaccination Record: (copies to be submitted)

Rabies _____ DHLPPV _____ Bordetella _____

b) Dog's Name: _____

Breed: _____ Approx Age: _____ Sex: _____

Confirmation of Spay or Neuter - circle yes or no

(dogs not spayed or neutered are not be in the park with other dogs)

Vaccination Record: (copies to be submitted)

Rabies _____ DHLPPV _____ Bordetella _____

c) Dog's Name: _____

Breed: _____ Approx Age: _____ Sex: _____

Confirmation of Spay or Neuter - circle yes or no

(dogs not spayed or neutered are not be in the park with other dogs)

Vaccination Record: (copies to be submitted)

Rabies _____ DHLPPV _____ Bordetella _____

Annual Fee for Use of the Dog Park: \$25.00

Annual dues are to be paid in May. If you join the park for a partial year, the following schedule will be used to assess fees:

<i>May</i>	<i>\$25.00</i>
<i>June</i>	<i>\$23.00</i>
<i>July</i>	<i>\$21.00</i>
<i>August</i>	<i>\$19.00</i>
<i>September</i>	<i>\$17.00</i>
<i>October</i>	<i>\$15.00</i>
<i>November</i>	<i>\$13.00</i>
<i>December</i>	<i>\$11.00</i>
<i>January</i>	<i>\$ 9.00</i>
<i>February</i>	<i>\$ 7.00</i>
<i>March</i>	<i>\$ 5.00</i>
<i>April</i>	<i>\$ 3.00</i>

By signing this application, I agree to abide by all rules and regulations for the Painted Hills Dog Park and I indemnify and hold harmless Painted Hills Assoc INC for all loss, damage or cost that I and/or my dog may suffer as a result of the use of the dog park. I further have reviewed this application and know all statements to be true.

Painted Hills Member Signature: _____ Date: _____

Dog Owner's Signature: _____ Date: _____

Dog Park Rules and Guidelines

Rules

- A legal waiver, application and shot records must be submitted and confirmed by the committee prior to using the dog park
- Updated vaccination records must be submitted by the end of the month on which they are due to be re-vaccinated
- Dogs that are not spayed or neutered, are not to be in the park with other dogs
- Puppies must be at least 16 weeks (4 months) of age and have all required vaccinations completed
- Keep your dog(s) on leash until you are inside the dog park
- While inside the Dog Park keep one leash per dog with you at all times.
- Always clean up after your dog(s).
- Owners are to remain in the dog park with their dogs at all times.
- You are responsible for the behavior of your dog(s).
- Dogs exhibiting aggressive behavior are the responsibility of the owner and should be removed from the dog park area immediately.
- The dog park is unsupervised. Use at your own risk. Painted Hills Assoc INC is not responsible for any injury or damage to you or your dog(s).
- In the event of an emergency that requires immediate attention, call 911.
- To report non-emergencies concerns, questions, or suggestions: email (reneehasssfurther@gmail.com or lshowalter1958@gmail.com)
- DO NOT share the combination to the park with other people, as this puts all dogs at risk of exposure to non-vaccinated dogs using the facility. Sharing the combination with others will result in revoking your use of the facility.

Etiquette

The following are suggestions to ensure the safe usage of the dog park.

- Check all entrances before unleashing your dog and ensure that park gates are closed behind you.
- Be prepared to share your dog's toys if you choose to bring them into the dog park.
- Please do not allow your dog to dig.

Painted Hills Dog Park Committee strives to provide a fun and safe environment for you and your dog. However, by using this facility you agree that you understand and assume all responsibility and liability for the risks of unleashing your dog(s) in the dog park.

Children and Dogs

- Please remember that the dog park was created solely for dog owners to allow their dogs to run freely off leash.
- You will want to teach your children how to behave around dogs before you bring them into the dog park.

- Not all dogs are child-friendly or accustomed to being around children. Children are easily run over or knocked down by running dogs.
- Dogs may nip at children in an attempt to herd them.
- Children who run and scream may become a target for the dogs.
- Never allow your children to approach or pet a dog without the owner's presence and consent.
- Please do not allow children to play on the agility equipment.