



WHITELAND BARK PARK APPLICATION & WAIVER

Membership Pass #: _____

Date: _____

Type of Pass: New or Renewal

Annual Membership Pass to the Whiteland Bark Park is issued for a one-year period and is good for 365 days from the date of purchase. The number of Annual Membership Passes sold each year will be limited and memberships will be sold on a first-come, first-service basis. **All owners/members must be at least eighteen (18) years of age, and present proof of current vaccinations for their dog(s) as part of the membership application process. Owners/members are responsible for keeping their dog(s) vaccinations current and up-to-date at all times. Members may visit the Dog Park(s) during regular park hours from dawn to dusk 365 days a year. The Town of Whiteland reserves the right to close the Dog Park(s) at any time for maintenance purposes. An annual membership pass consists of a collar tag for each dog. **The collar tag must be visible on the dog while using the off-leash zone.** The tag for each dog is Twenty Dollars (\$20.00) per dog, per tag.

PLEASE COMPLETE THE ENTIRE APPLICATION. INCOMPLETE OR ILLEGIBLE APPLICATIONS WILL NOT BE ACCEPTED. A separate application will need to be submitted for each dog.

Name of Owner(s):	E-Mail:
Owner's Address:	Owner's Cell Phone:
Emergency Contact Name:	Emergency Contact Phone:
Name of Dog:	Breed of Dog:
Age of Dog:	Approx. Weight of Dog:
Dog's Veterinarian:	Veterinarian's Phone:
Form of Dog's ID (circle one) Collar Tag Microchip	

Please bring this completed form along with a copy of vaccination records documenting current vaccinations for Rabies, Distemper, Parvo and Bordetella (Kennel Cough), along with payment to:

Whiteland Town Hall
 549 E. Main St.
 Whiteland, IN 46184

USE OF THE WHITELAND DOG PARK(S)

THE DOG PARK IS NOT STAFFED OR SUPERVISED BY ANY AGENT OR EMPLOYEE OF THE TOWN OF WHITELAND AT ANY TIME.

Use of the Whiteland Bark Park (the "Dog Park") is not a right, but is a privilege. Please do not allow unacceptable or irresponsible behavior to ruin the experience for others. The Whiteland Bark Park strives to provide a fun environment for owners and their dogs. By using the Dog Park(s), users must understand that they assume all responsibility and liability for the risks of using the Dog Park and unleashing their dog(s) in this facility. Whiteland Bark Park is not a supervised facility. Users therefore are required to abide by the rules and etiquette at all times while on the premises. Owners and individuals accompanying them use the facility entirely at their own risk and that of their dogs. The future of these facilities and others like it depends on members behaving responsibly and obeying all the rules. Canines and their owners are expected to behave with common courtesy and respect for the property as well as other park users. We realize that owner socialization is a great added value to the experience, but please remember that the dog owner's first priority is the proper supervision of his/her dog.

USE THIS FACILITY AT YOUR OWN RISK. By using these facilities, you agree that you understand and assume all responsibility and liability for the risks of using the Dog Park and unleashing your dog(s) in these facilities. These risks include, but are not limited to:

- 1) Dog fights, dog bites and injuries to humans and dogs.
- 2) Infectious diseases, including, but not limited to Rabies, Kennel Cough, Parvo or Lyme Disease.
- 3) Dog theft or unlawful capture by other people.
- 4) Dog escape, including out gates, over or under fences.
- 5) Turf treatment chemicals, plants and/or open water sources in the park that may be poisonous to dogs.
- 6) Park vegetation that may have burrs or seeds that could get tangled in or scratch a dog's coat or lodge in a dog's feet, ears or eyes.
- 7) Mosquitoes, ticks, chiggers, fleas or other insects that may be present.
- 8) Wild animals in the park(s) such as skunks, raccoons, opossum, reptiles, rodents or stray dogs, all of which may injure or infect your dog(s).
- 9) Treats, toys, balls and frisbees can cause dog fights.
- 10) Any personal property brought onto the premises is at your own risk.

DOG OWNERS/KEEPERS AND INDIVIDUALS ACCOMPANYING THEM USE THESE FACILITIES ENTIRELY AT THEIR OWN RISK AND THAT OF THEIR DOG(S). OWNERS/KEEPERS ARE RESPONSIBLE AND LIABLE FOR THE ACTIONS AND BEHAVIOR OF THEIR DOG(S) AT ALL TIMES AND FOR KEEPING THEIR DOG VACCINATIONS CURRENT AND UP-TO-DATE.

THE TOWN OF WHITELAND ASSUMES NO LIABILITY FOR LOSS, DAMAGE, OR ANY KIND OF INJURY, INCLUDING PERSONAL INJURY, LOSS OF PROPERTY AND/OR DEATH SUSTAINED BY ANY HUMAN OR DOG WHILE USING THE WHITELAND BARK PARK.

I attest that I am at least Eighteen (18) years of age, and that I have read, understand and agree to THE ABOVE-OUTLINED warnings regarding my use of Whiteland Bark Park.

Signature of Owner _____ **Date** _____

WAIVER AND RELEASE OF LIABILITY FOR USE OF WHITELAND DOG PARK(S)

I, the undersigned, hereby acknowledge that I have read the foregoing information, and that I have voluntarily applied to participate and use, with my dog(s), Whiteland Bark Park (the "Dog Park"). I understand that the act of using the Dog Park, unleashing my dog(s), and being physically present inside the Dog Park(s) necessarily and absolutely involves risks of illness, injury and/or death to me, other people, my dog(s) and other dogs, which risks are entirely my own responsibility. I expressly assume all these risks.

I HEREBY PROMISE NOT TO SUE, and HOLD HARMLESS the Town of Whiteland and/or its agents, officers, and employees (collectively the "Town") for and against, and hereby RELEASE and WAIVE, any and all claims, demands, losses, damages (including without limitation, any and all injury, death, illness, or damage or loss to person or property), liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, and judgements, and all costs and expenses of any kind whatsoever, including reasonable attorney's fees and costs of defense and reasonable attorney's fees and costs of enforcement of this Waiver and Release of Liability, arising out of or related to my use of the Dog Park, including without limitation, such matters arising out of or related to any negligence of the Town in the use or maintenance of the premises at which said dog park activity is conducted.

I further agree to abide by all the rules and regulations pertaining to such activity as may be designated by the Town of Whiteland, its agents or employees.

I affirmatively state that there is no medical reason why I and/or my dog(s) should not participate in using the Dog Park. I 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(s) 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 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, illness and/or death to me and my dog(s). I understand that I am exposing myself, my dog and my personal property to all manner of injury and/or loss, including death, due to the possibility of the following: dog fights, dog bites and injuries to Humans and other dogs; dog theft or unlawful capture; dog escape through an open gate or over or under fences; chemicals, plants and/or open water sources in the dog park which may be poisonous to dogs; park vegetation which may have burrs or seeds that could get tangled in or scratch a dog's coat or lodge in a dog's feet, ears and/or eyes; bites and infestations by mosquitoes, ticks, chiggers, fleas or other insects that may be present; injury or infection by wild animals that may be present in the park, including but not limited to skunks, opossum, raccoons, snakes, lizards, frogs, badgers, moles, squirrels, stray dogs and/or stray cats.

It is my understanding that no agent or employee of the Town of Whiteland will supervise the Dog Park at any time. I further understand that the Town of Whiteland assumes no liability for loss, damage or any kind of injury sustained by any human or dog while using the Dog Park. I expressly assume all risks associated with using the Whiteland Bark Park, as well as all fixtures and equipment located therein.

I hereby grant permission to the Town and its officials, officers, employees, and agents to photograph my and/or my dog's image, likeness, or description and to edit, crop or retouch such photographs, and I waive any right to inspect the final photographs. I consent to have photographs of me or my dog be used by the Town for marketing, promotional, or informational purposes and in any medium. I waive any claim for compensation for the use or publication of photographs of me and my dog and fully and forever discharge the Town from any claim for damages of any kind arising out of the use or publication of said photographs.

I have carefully read this Waiver and Release of Liability and understand and fully agree with its contents. I have also received a copy of the brochure and materials outlining rules for membership and usage, and I agree to review the rules and warnings prior to my first visit to the Town of Whiteland Bark Park.

I attest that I am at least Eighteen (18) years of age, and that I have read and understand the foregoing Waiver and Release of Liability, agree with it, and intend to be legally bound by its terms.

Signature: _____ Date: _____

Printed Name: _____

DOG PARK RULES

- 1) No Children under 12 years of age. No Rawhide, Food, Glass Containers or Smoking allowed inside the Whiteland Dog Park(s).
- 2) All dogs must bear a permanent ID (collar tag or microchip) and display a current membership tag while inside the Whiteland Dog Park(s). Membership tags may be purchased at the Whiteland Town Hall, 549 E. Main St., Whiteland, IN, 46184.
- 3) DO NOT ALLOW NON-MEMBERS ACCESS TO THE WHITELAND DOG PARKS. YOUR MEMBERSHIP MAY BE REVOKED, AND NON-MEMBERS MAY BE FINED.
- 4) All member dogs must have current shots for Rabies, Distemper, Parvo, Bordetella and all other vaccinations as required by law. Rabies tags must be worn and displayed by all dogs at all times.
- 5) Dogs known to exhibit vicious, aggressive, or dangerous behavior are not permitted at any time. Dogs showing signs of aggression must be immediately leashed and removed from the Park.
- 6) Dogs, owners and users creating a disturbance or violating posted rules MUST leave the Whiteland Dog Park(s) if requested by Town personnel or their designated agents,
- 7) Dogs must be leashed before entering and exiting the Whiteland Dog Park(s). ALWAYS MAKE SURE THE GATES ARE PROPERLY CLOSED BEHIND YOU. Properly leash dog(s) before exiting the Dog Park.
- 8) Spaying and neutering is recommended.
- 9) Dog owners must ALWAYS have a leash in hand for each dog they bring to the Dog Park.
- 10) Dogs in heat are not permitted inside the Whiteland Dog Park(s).
- 11) No more than three (3) dogs per Owner/Handler are permitted at any time.
- 12) Dogs under four (4) months of age are not permitted.
- 13) Owners are legally responsible for their dogs and injuries caused by them.
- 14) Dogs must be supervised and under voice command at all times.
- 15) ALWAYS CLEAN UP after your own dog and any other waste you find. Trash receptacles and disposal bags are available for this purpose.
- 16) Dogs that bark persistently are a nuisance and should be removed.
- 17) Dogs are the only type of animals permitted inside Whiteland Dog Park(s).
- 18) Agility equipment is strictly intended for use by dogs only. No humans allowed on the agility equipment at any time.
- 19) The maximum number of dogs permitted within the Whiteland Dog Park(s) is 8.
- 20) Town of Whiteland reserves the right to close the park as needed, without notice, for maintenance and repairs.

I attest that I am at least Eighteen (18) years of age, and that I have read, understand and agree to abide by the above-outlined Rules of the Whiteland Bark Park.

Signature of Owner: _____ **Date** _____