



# **Southwest City Dog Park Waiver / Release of Liability**

By entering Southwest City Dog Park I agree to indemnify, defend, hold harmless City of St. Louis ("City"), and Southwest City Dog Park ("SWCDP"), and their officers, agents, employees, volunteers from any/all lawsuits, damages, claims, judgments, losses, liability, or expenses arising out of:

- Any personal injuries, property damage, or death (including any and all injuries suffered any dogs) which I may sustain while I am using this park or any associated equipment owned by, donated by, or under the control of the City or SWCDP, or which I or my animal cause while I am using this park or any equipment owned by donated by, or under the control of the City or SWCDP, or while participating in any activity in Southwest City Dog Park sponsored by the City or SWCDP.
- Any injury or death which results or increases by any action taken to medically treat me for any injury I may sustain or which I or my animal may cause while I am using this park or any equipment owned by, donated by or under the control of the City or SWCDP, or while participating in any activity sponsored by the City or SWCDP.

## **I understand and agree with the following**

- 1) Use of the dog park is self-directed and used with the understanding of "use at my own risk".
- 2) That SWCDP (or The City) does not carry insurance to cover users of this dog park and I understand there are risks associated with any dog park for myself, my dog (s) or other humans who may be my guest (s).
- 3) Unleashing my dog and being physically present at SWCDP involves risks of injury to me, any individual accompanying me, other people, my dog(s) and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training.
- 4) SWCDP does not guarantee that dogs in the park are safe or healthy and that despite the efforts of SWCDP to ensure owners have complied with SWCDP registration procedures, there is a risk that not all dogs present in the dog park are licensed and vaccinated as required by law.
- 5) Additional risks include, but are not limited to, dog fights, dog bites, theft, disappearance or unlawful capture, escape over and under fences, being knocked down, chased or tripped by a dog, and vegetation or standing water that may be unhealthy if consumed.
- 6) I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including supervised children age 8 or older) accompanying me and my dog (s).

## **I further understand and agree that**

SWCDP is not managed by the City of St. Louis or its Parks Department. In accordance to St Louis City Ordinances 66595 and 57335, the dog park management responsibilities are handled through a SWCDP management team who are SWCDP members and who donate their time as volunteers to oversee dog park membership process, adherence to the rules and general operations and maintenance, SWCDP management decisions are final and binding. The SWCDP management does not provide ongoing, day-to-day on-site supervision, except for SWCDP sanctioned activities. Members are expected to adhere to SWCDP rules and assist in monitoring the dog park; be responsible for their own behavior and that of their registered dog (s).

## **And, I acknowledge that I**

- agree not to give out the gate code or allow non-members to use my membership;
- agree to immediately report any unsafe property conditions or dog fights with injuries or non-member dogs (trespassers) on site to SWCDP;
- attest to the fact that the dog (s) and human (s) being registered for an annual SWCDP membership have not previously had a dog park membership terminated at SWCDP or any other dog park due to inappropriate behavior or for other reasons.

I have carefully read this release of liability and understand and fully agree with its contents. I have received a copy of the rules for dog park usage and agree to abide by these rules. Acceptance of the terms and conditions of this release and adherence to dog park rules are conditions of approval, retention, and renewal of membership to Southwest City Dog Park (SWCDP). SWCDP membership may be revoked at any time for non-compliance.

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_ **Date** \_\_\_\_\_

*This is a release of liability. Do not sign if you do not understand or do not agree with all its terms. Any dog owner / handler using the park must sign this waiver. This means if you have more than one person in your household bringing your dog to SWCDP, he/she must also sign the waiver. If the applicant has not attained the age of legal majority (18), the signature of parent or guardian shall also be required.*