City of Hazel Park

Dog Park & Off-Leash Play Area Waiver & Release

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR PERMISSION TO USE THE CITY’S DOG PARK, 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 Hazel Park. 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 the Waiver & 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 Bordetella, 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, rats, 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 Hazel Park 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 the Waiver and Release, I fully release and discharge the City of Hazel Park, 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 Hazel Park, 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 Hazel Park, 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 & RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND CODE OF CONDUCT, 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

By initialing, I acknowledge that I have received a copy of the Dog Park Rules and Code of Conduct.
HAZEL PARK DOG PARK RULES

For the health and safety of our dogs and everyone who enters the dog park gated area, we have developed the following rules:

Please do not let in people or dogs who are not registered; this protects the dog park.
- Owners are legally responsible for their dogs and any injuries caused by their dogs.
- Dogs must be leashed prior to and upon leaving the dog park.
- Dogs with a history of, or who have exhibited aggressive behavior, are prohibited.
- Dogs must be healthy, fully vaccinated (Rabies, DHPP, Bordetella), parasite free, licensed and wearing identification tags.
- Puppies under four (4) months are prohibited.
- No human food or dog food is allowed in the park.
- Owners MUST clean up after their dogs; no fecal waste left in the park.
- Anyone sixteen (16) years old (or younger) must be accompanied by an adult. Children under five (5) are prohibited.
- Each person eighteen (18) years or older may bring no more than three (3) dogs in the park at any time.
- Dogs must be supervised at all times.
- The dog park is open from 9:00 a.m. to dusk.
- Only dog owners or caregivers and dogs listed on an approved CITY OF HAZEL PARK DOG PARK APPLICATION for user privileges may enter the dog park.

PASSES:
- One pass is issued per household application.
- Passes cost $25.00 for Hazel Park residents and $40.00 for non-residents.
- Replacement for a lost pass is $5.00.
- One pass is good for up to three (3) dogs of the same household.
- Passes can be revoked for any Code of Conduct violation.
- Passes must be renewed annually (valid January – December).
- Documentation not indicating the required immunizations or with expired dates is not accepted.
- Owners receiving new or renewed memberships prior to their dogs’ license or shots expiring are responsible to update the above items prior to their expiration.
CODE OF CONDUCT

One of the primary goals of the Hazel Park Dog Park is to socialize our canine friends. If park users are mindful of their pets and considerate of others, the park will be an enjoyable, healthy, and educational experience for both handlers and dogs. In addition to the official rules, below are some other considerations which will help make your visit to the dog park a success.

ENTERING THE PARK:
- Always open and close the dog park gate carefully.
- Do not enter the first, gated-entry area if there is already someone inside. This will eliminate the possibility of dogs escaping if both gates are accidentally opened at the same time.
- Dogs must be kept on a leash until they have entered the second, inner gated area.
- Quickly move away from the entry area as you enter so that your dog will not feel cornered or threatened. This will lessen the chance that negative interactions occur with the dogs already inside the park.
- Once inside, call your dog away from the entry area as other dogs are entering or exiting the park.

CHILDREN & 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 other dogs, and that your child could be considered an interruption.
- If you choose to bring your child within the park, you should SUPERVISE VERY CLOSELY! When mixed together, playful, unsupervised children and excited, unleashed dogs could result in a negative experience or an 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 inadvertently cause harm to a child.
- Instruct your child to NEVER take away a toy or food from a dog. Dogs are very territorial; trying to remove a prized possession could provoke a dog.
- Explain to your child that it is unacceptable to grab at a dog; such behavior may cause an unfavorable response.
- Teach your child never to run up to a strange dog, but instead to approach the dog and owner calmly. ALWAYS ASK PERMISSION OF THE OWNER BEFORE ALLOWING YOUR CHILD TO PET A DOG.