



## **DOG PARK USE WAIVER AND RELEASE**

I hereby acknowledge that I have voluntarily applied to participate and use the dog park ("Park") operated by Hot Springs Village Property Owners Association (HSVPOA).

I understand that the act of unleashing my dog(s) and being physically present within the Park necessarily involves a risk of injury to me, any persons that accompany me, other people using the Park, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that the 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 Park.

I understand that the registration/license system is not established to guarantee that dogs in the Park 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 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 Park.

I further understand and assume the risk that all dogs in the Park 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, or stray dogs that could be present in the Park, 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 Park.

It is my understanding that no agents or employees of HSVPOA will supervise the Park at any time and I heretofore expressly assume responsibility for all risks associated with the Park 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 HSVPOA, its elected and appointed officials, employees and volunteers, and others working on behalf of HSVPOA 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 Park. I fully and forever release and discharge HSVPOA, its elected and appointed officials, employees and volunteers, and others working bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless HSVPOA, its elected and appointed officials, employees and volunteers, and others working on behalf of HSVPOA 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 HSVPOA Dog Park Rules and Regulations, and agree by affixing my signature below to comply with those rules and regulations in addition to the Garland County Ordinance 0-14-16 that states that no dogs classified as a "high risk breed" shall be allowed onto common property, limited common property or public right-of-way.

I will also inform others that I may bring to the Park (including children) of these rules and will ensure their compliance while using the Park.

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.

Member Name (Primary): \_\_\_\_\_

Member Number: \_\_\_\_\_ Lot/Block/Addition: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Desoto Dog Park Rules and Information

This park is managed by the HSVPOA Recreation Dept.

For concerns or complaints about the dog park, please contact Outdoor Recreation Manager at 501-922-1230 Ext. 2310

For after hours concerns or emergencies contact HSV Police Department at 501-922-0011

1. Park is open dawn until dusk.
2. Annual or temporary card required for entry and must be scanned each time you enter the park. Card may be purchased at the HSVPOA Admin Building (895 Desoto Blvd., 501-922-5556)
3. HSVPOA pet registration tag is required for all dogs. Tags are available at the HSVPOA Admin Building.
4. Dogs must be accompanied by their owner while using the park. No dogs are to be left unattended.
5. Children must be accompanied by an adult.
6. All users of the park are responsible for their dog's behavior and any incident caused by their dog.
7. You are required to clean up after your dog and immediately deposit waste into the receptacles provided. Bags are available at several stations throughout the park.
8. This park is a HSVPOA non-smoking facility.
9. By County Ordinance no "High Risk Breeds." "Pit Bull types." Ref: Garland County Ordinance 0-14-16.
10. Profanity, use of alcohol, or inappropriate behavior will not be tolerated. The HSVPOA reserves the right to determine what is deemed as "inappropriate".
11. Dogs are not allowed to engage in rough play.
12. Arkansas state pet vaccination law applies to this facility.
13. All county and state codes regarding pets are strictly enforced.
14. Use this park at your own risk.
15. Leash and unleash your dogs in the double gated entrance area.
16. No dogs under 5 months old.
17. No female dogs in heat.
18. No sick dogs.
19. No aggressive dogs.
20. Do not allow your dog to jump on people.
21. Absolutely NO food (dog or people) is allowed in the park.
22. No glass containers are permitted.