

Blessed Oasis Leash-Free Dog Park

Acceptance of Risk and Release of Liability Waiver

Please read this form carefully and be aware that in consideration for permission to use this park, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your dog might sustain as a result of participating in any and all activities connected with and associated with the use of B.O.P.R. Dog Park.

B.O.P.R. Leash Free Dog Park is intended to provide a fun and rewarding experience for you and your dog. 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 or other persons or animals. Dogs are pack animals and when "off leash" even the best trained dogs will act instinctively. Understandably, not all hazards and dangers associated with dog activities can be foreseen. Certain inherent risks include the propensity of any dog to behave in dangerous ways that may result in injury to you, another person or dog. Other risks include, but are not limited to, the inexperience, negligence, or irresponsibility of a dog owner/handler; the inability to predict a dog's reaction to movement, sounds, objects, persons, or other animals; and actions by the dog due to fright, anger, stress, insect bites or natural reactions such as jumping, pulling, resisting and biting. Other risks include the hazards associated with environmental and traffic conditions, acts of God, inclement weather, slips and fall, premises defects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to dog and/or outdoor activities.

I am solely responsible for determining if I and/or my dog are physically fit and adequately skilled to use the park. If I or my dog is pregnant, disabled, or suffering from any illness, injury or any impairment it is always advisable to consult a physician or veterinarian before undertaking any exercise activity. It is also my responsibility to keep my dog's vaccines up to date, and I release B.O.P.R. from any loss, liability, or expenses should my dog acquire any illness.

It must be recognized that it is impossible for B.O.P.R. to guarantee absolute safety. Should I attempt to break up a dog fight or restrain a dog, including but not limited to my dog, I may be severely mauled and/or attacked by my dog or other dogs or another dog's owner/handler.

I recognize and acknowledge that the use of B.O.P.R. Dog Park entails certain risks of damage, loss or injury to animals, persons or property (including me, other persons, my dog, and other dogs or animals), and I voluntarily agree to assume the full risk of and responsibility for any injuries, damages, loss, liability, costs and expenses, regardless of severity, extent or amount, that (a) I, my dog, or any other person accompanying me might sustain or incur as a result of my presence in the Park or (b) any other person or animal might sustain as a result of my or my dog's actions or conduct in connection with or arising out of, connected with, or in any way associated with use of B.O.P.R. Dog Park. _____(initial)

I do hereby agree to waive, relinquish, release and forever discharge (a) B.O.P.R. Pet Resort and its employees, and (b) any volunteer assisting or working on behalf of B.O.P.R. Pet Resort, from any and all claims or causes of action for damages, injury, loss, liability, or expenses that I may now have or which may accrue hereafter to me or any other person claiming through my or on my behalf and arising out of, connected with, or in any way associated with use of this park. _____(initial)

I do hereby waive any and all rights that I may have to institute legal proceedings to recover cost of any kind. I have carefully read this release of liability, and fully understand, agree with, and accept its items and conditions outlined. I hereby do certify that I am over 21 years, sober and of sound mind. I have received and reviewed a copy of the dog Park Rules and Regulations for the dog park's use and agree to abide by these rules as listed. Further, I understand that all fees paid are non-refundable and that B.O.P.R. Pet Resort may revoke my access card for misuse of the park or repeated aggression on the part of any one of the dogs under my direct ownership or supervision. _____(initial)

I understand that membership to the park is month to month with no contract and to avoid any additional charges membership cancellation must be signed and received 5 days before the 1st of the month. In addition the gate FOB must be returned to qualify for the \$5 FOB refund. _____(initial)

I understand that if my membership payment fails to go through I will have 3 days from when I am notified of such failure to update my information either in person or over the phone before my Fob is deactivated, at which point a \$5 fee will be required before either a new FOB is issued or the original FOB is reactivated. _____(initial)

Acceptance of the terms and conditions of this release of liability waiver and adherence to the established Blessed Oasis Pet Resort Rules and Regulations are the conditions of the access card approval, retention, and renewal. Access cards are non-transferable between owners and may be revoked for non-compliance as may be required by B.O.P.R.

Print Name: _____

Signature: _____ Date: ____/____/____

Office Use Only:

Dog(s) have been evaluated and is/are allowed in the park: on leash off lease

Permitted Members for this form: _____

Blessed Oasis Leash-Free Dog Park

Authorization for Credit Card Use

All information will remain confidential

Office Use ONLY

Key FOB #

**FOB
Returned**

Name on Card: _____

Billing Address: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Discover _____ AmEx

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ _____ (USD)

I authorize Blessed Oasis to process recurring payments to the credit card provided beginning on the first of the month and hereafter until canceled in writing. I agree to provide at least five days notice to avoid being charged for the following month.

Signature: _____

Date: _____

Print Name: _____

PetExec Name: _____ Dog(s) Name(s): _____

Cancellation of Membership:

I hereby cancel my park membership at Blessed Oasis effective _____ . I understand billing is processed on the 1st of the month and to avoid any additional charges this cancellation must be signed and returned 5 days before the next billing date.

Signature

Date

Blessed Oasis Leash Free Dog Park

Rules:

1. Each handler using the park is required to be aware of the rules governing the dog park.
2. Because of the potential rough nature of dog play we do not recommend young children enter the park. However if they do the parent or guardian assumes all risk associated and they must be accompanied at all times by a responsible adult 18 years or older.
3. Absolutely NO HUMANS are to be on ANY of the equipment. If security cameras catch offenders and the equipment is damaged the damages will be billed to your account. Observed violators will be asked to immediately leave.
4. Every dog entering the park must be up to date Rabies, Bordetella and Distemper with the most recent records on file with the front desk.
5. Dogs are to be leashed on the way in and out of the park and are to be unleashed only once securely inside the dog park.
6. All dogs over 6 months of age using park must be spayed/neutered and in good health.
 - a. For more information please visit: www.cesarsway.com/dog-care/spay-and-neuter/best-age-to-neuter-or-spay
7. Food/glass containers/smoking are not permitted within the park. Dog treats are however permitted as they are an excellent training aid.
8. Handlers are to remain within visual contact with their dogs and have verbal control of their dogs at all times.
9. A handler shall immediately leash and remove a dog that becomes aggressive regardless of whether the dog has a history of aggression. In no event may a dog that has been designated as dangerous or vicious be brought into the park. Criminal penalties will apply for willful violation.
10. Handlers shall control excessive barking.
11. When a special event is being held handlers must agree to abide to limited or restricted access and/or rules of the event.
12. Key F.O.B. is non transferable and may result in immediate deactivation without refund.
13. If membership payment fails to go through client will have 3 days from notification of such failure to update information either in person or over the phone before Fob is deactivated, at which point a \$5 fee will be required before either a new FOB is issued or the original FOB is reactivated.
14. Park memberships are month to month and can be cancelled anytime. However, the cancellation form on file must be signed and in our possession 5 days before the 1st of the month to discontinue billing. Cancellation forms received less than 5 days before the next billing date will be charged for the following month. FOB's must be returned to receive the FOB deposit refund of \$5.

Name (Print) _____

Name (Signed): _____ Date: _____