



City of Brentwood Dog Park Application Packet 2022

The Brentwood Dog Park is a fenced area located in Hanley Park where dogs can play off leash. The Dog Park is divided into two sections: a large dog area and a small dog area that is reserved for dogs smaller than 30 pounds. The Brentwood Dog Park is open to those who are registered members of the Dog Park.

Annual Membership Fee Schedule:

Resident - \$25 per dog

Non-Resident - \$50 per dog

Please note:

- Memberships are good until December 31, 2022.
- Memberships activated after July 1st will be half of the membership rate.
- Only three dogs per household are permitted. Therefore, a maximum of three Dog Park memberships are available per address.

Registration:

Annual memberships may be purchased at the Brentwood Recreation Complex during normal business hours. Membership fees may be paid by cash, check, MasterCard, Visa or Discover. Please be prepared to provide the following when registering:

- Payment in accordance with the above fee schedule. Brentwood residents must provide proof of residency, such as a current utility bill.
- Rabies vaccination documentation of all dogs to be registered (must be current within the last year)
- Bordatella vaccination documentation for all dogs to be registered (must be current within the last year)
- Spayed/neutered documentation for all dogs to be registered

You may also wish to complete the following forms in advance to expedite your visit:

- Member Registration Form
- Release of Liability Form

Membership Renewal:

Renewing members will need to complete a membership registration form and signed Release of Liability Form annually, as well as provide vaccination documentation upon renewal.

Renewal Dates:

All 2022 Members may renew beginning December 1, 2022.

Resident new members may join on January 2, 2023.

Non-Resident new members may join on January 16, 2023.

FOB Number: _____

OFFICE USE ONLY

Today's Date: _____ Building Manager Initials: _____

<i>RESIDENCY</i>	<i>SPAY/NEUTERED</i>	<i>RABIES</i>	<i>BORDATELLA</i>	<i>LIABILITY</i>

Dog's Name	Age	Breed	Color	Spayed/ Neutered	Rabies Vaccination Exp. date	Bordatella Vaccination Exp. Date
				Y/N		
				Y/N		
				Y/N		

Owner's Name: _____

Home Address: _____
Street *City* *Zip*

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

2022 Annual Fees				
	Annual Fee – 1st Dog	Annual Fee – 2nd Dog	Annual Fee – 3rd Dog	TOTAL
Resident	\$25	\$25	\$25	\$
Non-Resident	\$50	\$50	\$50	\$



10.28.2021

Rules and Regulations 2022

The following regulations apply at the Brentwood Dog Park:

1. Dog Park Hours are sunrise to half hour after sunset.
2. Dog owners are legally responsible for their dogs and any injuries or damages caused by their dogs.
3. All dogs in the Dog Park must be registered as a current member of the Dog Park.
4. Dogs must wear current rabies vaccination tag.
5. Dog owners will receive one fob per household at the time of registration. Any additional, lost or stolen fobs may be purchased at the Brentwood Community Center for \$10 per fob.
6. Dog feces (and/or dog waste) must be cleaned up and properly disposed of by owners immediately.
7. All dogs must be on a leash until inside the fenced area.
8. Gates must be closed except when entering or exiting the off-leash area.
9. Dog owners must carry a leash at all times.
10. Pinch, spike and choke collars must be removed prior to entering the fenced off-leash area.
11. Limit of three (3) dogs per person in the off-leash area.
12. Dog owners must closely supervise their dogs and at no time may leave the fenced area without their dog.
13. Dogs must be under visual and voice control at all times.
14. Excessive barking or uncontrollable dogs must be removed immediately.
15. Owners must stop dogs from digging and must fill any holes caused by their dogs.
16. No climbing on or over the fence.
17. Owners must otherwise comply with all rules governing the park and relevant parking regulations.
18. No one may conduct any kind of commercial or professional business in the dog park without approval from the Parks and Recreation Director or his/her designee.
19. Use of the off-leash area by any dog constitutes implied consent of the dog's owner to all the conditions stated in the dog park rules and constitutes a waiver of liability to the City of Brentwood and an agreement and undertaking to protect, indemnify, defend and hold the City of Brentwood harmless from any claims, suits, or other actions caused by the conduct of a dog owner or their dog.

The following are not allowed in the fenced area of the dog park:

1. Dogs in heat, as they are required to be spayed or neutered.
2. Aggressive dogs or dangerous dogs. Specifically, but not limited to, any dog that has bitten another animal or person and/or any dog which has been declared dangerous in any other jurisdiction will not be allowed in the Dog Park.
3. Dogs that are ill or injured, including those dogs known to carry any disease or parasite transmittable to other dogs or humans.
4. Puppies under six months of age.
5. Animals other than dogs.
6. Alcoholic beverages, food, dog treats, rawhide or glass containers.
7. Smoking or tobacco use.
8. Bicycles, skateboards, roller skates, roller blades or any motorized vehicles, except wheelchairs.

A dog owner who fails to comply with the above rules may be asked to leave the dog park and may have their membership revoked.



10.28.2021

Acceptance of Risk and Release of Liability 2022

Acceptance of the terms and conditions of this release and adherence to dog park rules are conditions of membership approval, retention, and renewal for the Brentwood Dog Park, hereinafter referred to as the dog park. The City of Brentwood hereinafter referred to as the City, may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park operated by the City. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), 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; and (2) that despite the efforts of the City to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to humans or dogs; and (3) the City does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to, escape over and under fences, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the City, and (6) violation of terms, conditions, rules and regulations governing the dog park may result in suspension or revocation of membership and/or dog park privileges.

I further acknowledge that I (1) have carefully read this release of liability and understand it fully; and (2) agree with, and accept its terms and conditions; and (3) have received a copy of the rules for dog park usage and agree to abide by these rules and to inform others I bring into the dog park, including supervised children age 12 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; and (4) agree to immediately report any unsafe property conditions to the City and (5) am not aware of any instance in which the dog I am requesting an annual membership for has shown aggressive fighting or biting behavior towards other animals and/or people and has not been classified as a "dangerous animal".

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 12 or older) accompanying me and/or accompanying my dog(s), or to my dog(s).

In consideration of the City permitting me to use the dog park, I hereby fully and forever release and discharge the City and its elected officials, officers, employees, volunteers, and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of use or intended use of said dog park and off-leash area premises by me, any spouse or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge the City and its elected officials, officers, employees,



10.28.2021

volunteers and agents from any and all negligent acts and omissions in the same and intend to be legally bound by this release. I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, and agents (the Indemnified Persons) from and against any and all claims (including for bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Person, to the extent it results or arises from use of the dog park by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this release or dog park rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this release, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I have carefully read this release of liability and understand and fully agree with its contents. I agree to obey and enforce all rules of the dog park.

Signature: _____

Date: _____

Printed Name: _____



10.28.2021