

2016 Water Tower Dog Park, Inc. APPLICATION FORM

The Water Tower Dog Park, Inc. ("WTDP") is a Missouri nonprofit corporation established to construct, maintain and operate the dog park facilities located in Compton Hill Reservoir Park (the "Dog Park"). The information requested below is required for approval of use of the Dog Park by you and your dog(s).

Please check one New Applicant **Annual Renewal (January 1 – December 31st) Calendar year**

Name: _____ Address: _____ Zip: _____

Home Phone: _____ Work Phone: _____ E-Mail: _____

Dog's Name: _____ Breed Of Dog: _____ Dog's Age: _____

Color / Description: _____ Sex (Circle): M or F

Dog's Weight: _____ Spayed or Neutered (Circle): YES or NO Micro chipped (Circle): YES or NO

Date of last rabies / titers: _____ Name & Address of Veterinarian or Animal Clinic: _____

Upon approval of this application and payment of the annual fees listed below, the individual and the dog identified in this application may use the Dog Park in accordance with all applicable rules and regulations through the end of the calendar year (Note: there is a \$10 reduction in the annual fee amount for applications submitted after June 1). **Annual fees paid to the WTDP are non-refundable and are not exempt from income tax.** Receipts will be provided for all fees received. One dog per application, please use additional application forms for multiple dogs. Individuals residing in the neighborhoods of Compton Heights and Compton Hill Reservoir Square neighborhoods qualify as "Residents" for calculation of annual fees.

Application Status: Resident Non Resident Total fee amount: \$ _____
Annual Fee for **One dog** \$ 65 **Additional dogs (\$20 each maximum 3 dogs / family)** \$ 80 **Additional dogs (\$25 each maximum 3 dogs / family)**

WE WILL NO LONGER PRORAIT MEMBERSHIP

RULES AND REGULATIONS for the Dog Park

- Hours of operation: 5:00 a.m. – 10:00 p.m. Daily (Normal Compton Hill Reservoir Park hours)
- Owner are legally responsible for their dogs and any injuries or damages caused by them.
- No vicious dogs allowed. All fights between dogs must be attended to by dogs' owners / handlers.
- Owners / handlers must be inside the fenced area of the Dog Park at all times while their dogs are in the off leash area. Dogs are not to be left in the Dog Park unattended.
- Leash laws apply outside the fenced area of the Dog Park.
- Children under 14 are not allowed in the fenced area of the Dog Park unless accompanied by a responsible, legal adult.
- Dogs must have proof of rabies vaccination or approved titers from a licensed veterinarian.
- Gates must remain closed except when entering or exiting the off leash or catch pin areas.
- No choke, pinch or spike collars allowed in the park area. Dogs must wear leather or smooth cloth collars and display Dog Park identification tag when visiting the Dog Park off-leash areas.
- Dog Park is for members only; do not give the gate code to a non-member.
- Limit 3 dogs per owner / handler at any time in the Dog Park.
- Owners / handlers are responsible for picking up their dogs' POOP. Place all waste and trash in designated receptacles. This rule is for the off leash areas as well as the on leash areas too (i.e., the rest of Compton Hill Reservoir Park).**
- Failure to comply with any of the rules and regulations for the Dog Park will result in immediate termination of all use privileges related to the Dog Park (without any refund of annual fees paid)

NOT ALLOWED in the Dog Park

- Vicious Dogs
- Dogs in heat
- Animals other than dogs
- Puppies under 3 months of age
- Glass of any kind
- Food other than dog treats
- Smoking
- Bikes, roller blades, scooters, or other motorized devices
- Dogs that are injured, sick, or in poor health.

All parties are encouraged to take responsibility for the Dog Park. Politely notify patrons if they are breaking the rules and regulations for the Dog Park. Notify the WTDP if a patron is habitually disregarding the rules and regulations for the Dog Park. Should you have any complaints, concerns, or questions regarding the rules and regulations, please e-mail the WTDP at info@watertowerdogpark.com or mail your written request to the address below or call **Richard Wachel at 314-773-0948**

I have read and agree to comply with the above stated rules and regulations,

Signature: _____ Date: _____

- To complete the application process, please submit the following:
- Complete application form
 - Signed Release and Waiver of Liability (On the back of this form)
 - Check for Annual Fees made Payable to "Water Tower Dog Park, Inc."
 - Copy of current rabies vaccinations or approved titers
 - Photo of you with your dog(s)

Mail Application to:
Water Tower Dog Park, Inc.
P.O. Box 2156
St.Louis, MO 63104
Attention: Membership

2016 Water Tower Dog Park, Inc.

RELEASE AND WAIVER OF LIABILITY

I hereby acknowledge that I have applied for permission to use, together with dog(s) owned by me and/or under my supervision, the dog park facilities located in Compton Hill Reservoir Park (hereafter referred to as the "**Dog Park**"). I understand that the act of unleashing my dog(s) and being physically present inside the Dog Park necessarily involves risks of injury to me, other people, my dog(s) and other dogs, which risks are entirely my responsibility. In consideration of my entry upon and use of the Dog Park, I expressly and voluntarily assume these risks and all additional risks associated with entry upon and use of the Dog Park, including those identified below. I further understand that dog(s), irrespective of their training and usual past behavior or characteristics, may act or react unpredictably at times based upon instinct or circumstances, and I agree to assume the risk of injury to me, all individuals accompanying me in the Dog 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 Dog Park. I further understand and assume the risk that not all dog(s) present in the Dog Park may have received the Rabies vaccine as required by law, and that not all dogs using the Dog Park may have been vaccinated for Distemper or Parvo, all of which could result in injury to me, individuals accompanying me and my dog(s). Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dog(s); dog theft or unlawful capture; dog escape over or under fences; plants and/or water sources in the Dog Park that may be poisonous to dogs; vegetation in the Dog Park containing burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ear, nose, throat or eyes; mosquitoes, ticks, chiggers, fleas or other insects and animals that may be present in the Dog Park, all of which might injure or infect my dog(s). I understand and expressly assume all additional risks.

It is my understanding that no agent or employee of The City of St. Louis or Water Tower Dog Park, Inc. will supervise the Dog Park at any time. I further understand that The City of St. Louis and Water Tower Dog Park, Inc. do not assume any liability for loss or damage for any injury sustained by any human or dog while using the Dog Park. I, therefore, expressly assume all risks associated with entry upon and use of the Dog Park, as well as fixtures and equipment located therein, in an unsupervised manner.

By signing this release of liability and entering upon and using the Dog Park, I, for myself and anyone claiming by or through me, hereby fully and forever waive, release and discharge The City of St. Louis, Water Tower Dog Park, Inc., Water Tower & Park Preservations Society, Inc. and Compton Hill Reservoir Square Residents Association and each of their respective affiliates, officials, officers, directors, members, employees, agents, licensees and invitees (the "**Released Parties**") from, and agree to indemnify, save and hold harmless the Released Parties from and against, any and all claims, demands, damages, losses, liabilities, costs or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the entry upon and use (or intended use) of the Dog Park by me and dog(s) owned by me and/or under my supervision. I fully and forever release and discharge the Released Parties from any and all negligent acts and omissions in the same, and intend to be legally bound by this release and waiver of liability.

I have carefully read this release and waiver of liability and understand and fully agree with its contents. I agree that this release and waiver of liability is intended to be as broad and exclusive as permitted by the laws of the State of Missouri, and that if any portion thereof is held invalid, I agree that the balance shall continue in full force and effect. I also acknowledge receipt of a copy of the rules and regulations for use of the Dog Park.

This is a release and waiver of liability. Do not sign if you do not understand or do not agree with its terms.

Signature: _____

Printed Name: _____

Date: _____