

JULINGTON CREEK ANIMAL WALK MEMBERSHIP AGREEMENT AND RELEASE OF LIABILITY

The undersigned (hereinafter "Member") desires to participate in the Julington Creek Animal Walk dog park and recreation area operated by Julington Creek Animal Walk, Inc. (hereinafter "Animal Walk"). Member does hereby acknowledge and agree to comply with the following conditions as a prerequisite to participation in Animal Walk.

CONDITIONS

1. All membership and/or participation fees must be paid in full prior to using the facility or otherwise participating in any member activity at Animal Walk. Memberships are issued per family living at a single residence and sharing the dog(s) applying for membership. Memberships may not be loaned out to others.
2. A membership card or daily receipt will be required to enter the park. Members are responsible for any and all use of their card(s). Report lost or stolen cards immediately. Replacement cards may be issued at a cost of ten dollars (\$10.00).
3. Children under four (4) feet in height are not permitted within Animal Walk or the recreation areas. For the safety of everyone, all children are expected to be closely supervised and accompanied by a parent or guardian at all times. No running or yelling within Animal Walk, and petting of other animals will only be permitted with the explicit consent of the animal's owner.
4. For the health and safety of all patrons, any pet participating or otherwise using Animal Walk and the recreation areas must provide written proof of current vaccines from their veterinarian, including Rabies, Distemper, Parvovirus, Bordetella (ITB). Patrons must also provide proof of negative heartworm and fecal tests within the past year.
5. No more than 3 dogs per adult are allowed at the park at any one time. Members and all other participants and/or guests must carry a leash for each pet under their supervision. Unless a pet is entering or exiting the dog park, we recommend the pet be off leash.
6. Dogs in heat or otherwise ill are not permitted to use Animal Walk.
7. Food of any kind is not permitted within Animal Walk except in designated picnic areas.
8. Smoking is not permitted within Animal Walk and its associated Dog Park and recreation areas.
9. Be a responsible pet owner, clean up any "calling cards" your dog leaves behind. Doggie Mitts are provided for your convenience. For sanitary and safety reasons, you are expected to clean up after your pet. Receptacles are located throughout the park for disposal of mitts. If your dog digs, please fill in the hole.
10. Be aware that we are located near many residential neighborhoods. Please do not allow your dog to bark excessively, especially near Cormorant Creek.
11. Your dog must be supervised at all times. No unattended pets. You are responsible for your dog's behavior. If your dog is playing too rough, or behaving in an aggressive manner, you are expected to mediate and control your pet immediately. You may have to move to another area of the park, or leash your pet. Rough play is okay as long as it is welcome by both parties. Your dog may be playing, but if the other dog is not having fun it is no longer acceptable or welcome.
12. Aggressive dogs are not allowed at this park. This includes dog-aggressive or people-aggressive pets. Aggressive behavior should be reported immediately.
13. Users of this facility do so at their own risk. Animal Walk and its associated peoples and businesses will not be held liable for any injury or damage to any persons or pets using this facility. Each dog owner is legally and financially responsible for his/her dog's actions. If your dog inflicts an injury to a human or to another dog, give your name and telephone number to the other dog owner before leaving the area and provide a report of any such incident to the staff of the Animal Walk before leaving.
14. All pools and ponds on premises are for pet use only. We must insist for safety and liability reasons that all humans stay out of the pools and ponds. Shoes must also be worn at all times on the premises.
15. Please remain calm and courteous to other Members. We understand that some situations in the park can be stressful. If you are having a problem with another dog or park member, please alert a staff member of the Animal Walk. The use of profanity and aggressive behaviors toward other park members or Animal Walk staff will not be permitted.
16. Animal Walk management reserves the right to refuse, revoke, suspend membership of any person or pet at anytime.

Release of Liability

Member acknowledges that he/she has read the above referenced conditions to this agreement and has been fully and completely advised of the potential dangers incidental to participation in the Animal Walk.

Member further acknowledges that participating in animal related activities or other recreational activities on the property is potentially hazardous and involves some inherent risks which must be assumed by each Member. Due to the nature of animals on the property and outside activities, he or she may incur physical injury or damage to his or her property as a result of participation in activities at and use of Animal Walk. Also, there are certain risks inherent in outdoor activities, such as bug bites, snakebites, and other unforeseen natural hazards. Knowing that the Animal Walk staff has planned for these risks in a rational and safe manner, Member hereby acknowledges that he/she is aware of all of these risks and has agreed to listen carefully to and follow all instructions and directions and ask questions, if necessary, of the Animal Walk staff. Member also acknowledges that, despite careful precautions, there are certain inherent risks of injury in use of the Animal Walk facilities, and Member accepts those risks.

Member and his/her heirs, guardians, legal representatives, and assigns assume full responsibility for any and all risks of physical injury, death, emotional distress, or property damage in any magnitude, whether caused by the negligence of themselves, others or by the negligence of Animal Walk or its staff which may occur to the Member, the Member's family including but not limited to children and any guest of Member.

In consideration of being permitted to participate in Animal Walk, Member voluntarily releases, waives, discharges and relinquishes any and all actions or causes of action against Animal Walk for any and all claims, actions or causes of action against Animal Walk for personal injury, death, emotional distress or property damage occurring to Member, Member's children or any guest or family member of Member, whether caused by the negligence of others or the negligence of Animal Walk and its staff.

Member and his/her heirs, guardians, legal representatives, and assigns further agree that in the event that any claim for personal injury, death or property damage shall be prosecuted against Animal Walk, Member shall indemnify and save harmless Animal Walk from any and all such claims and causes of action by whomever made and wherever presented, whether caused by the negligence of others or of the Animal Walk and/or its staff.

Member acknowledges that he or she has read this release and fully understands that it is a release of liability and a contract between Member and Julington Creek Animal Walk, Inc. Member intends to be legally bound to the terms and conditions contained herein, and understands that this document and the enforcement thereof is to be construed according to the laws of the State of Florida.

By signature below, I acknowledge that I have carefully read, understood and agreed to the terms of this Agreement.

Member's Name (please print)

Member's Name (please print)

Member's Signature & Date
If Member is under 18, signature by parent
Legal guardian or other adult is required.

Member's Signature & Date
If Member is under 18, signature by parent,
Legal guardian, or other adult is required.