

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., a Florida corporation (hereinafter called "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 memberships must be paid in full prior to using park facilities. Memberships are issued per household family, and may not be loaned out to others. A membership card for monthly and annual memberships will be required to enter the park. Members are responsible for any and all use of their card(s). Lost or stolen cards must be reported immediately. Replacement cards may be purchased for \$10.00 each.
2. Membership cards are only to be used for access to the park for recreational time with your own personal pet(s). Membership cards may not be used to access pets that are boarding. Doing so is considered a violation of your park membership and will result in immediate termination of your membership without reimbursement. Access to boarding pets must be made through the reception staff during office hours.
3. Members should not allow anyone other than their own paid guests through the member gate at any time, regardless of whether the people wanting in have a dog with them or not, or if they say they are a member or not, or if they have a membership card or not. Direct them to the office. If the office is not open, they will need to return when the office re-opens. Make sure you close the member gate after you, even if people are waiting to go through the gate.
4. We're sorry but we cannot allow children less than 4 feet tall to enter the park. Most dogs treat small children not as humans, but as equals or even worse, as prey. All children are expected to be closely supervised and with an adult at all times. No running, yelling, or petting of other dogs is allowed unless permission is given first by the owner.
5. For the health and safety of all patrons, any pet using this facility must have written proof of current vaccines from their Veterinarian. It is the responsibility of the owner to keep all vaccinations current. If a current record cannot be produced, membership card(s) may be subject to deactivation and entrance to the park denied. Vaccines include Rabies, DHLPP and Bordetella. All pets should be on a parasite prevention.
6. No more than 3 dogs per adult are allowed. Owners must carry a leash for each dog under their supervision. Unless a dog is entering or exiting the park, he/she should be off-leash unless a need for restraint occurs. .
7. Dogs in heat, sick dogs, or intact males dogs over the age of 8 months of age, are not allowed to use the park.
8. Food of any kind is not permitted within Animal Walk except in designated picnic areas.
9. Smoking is not permitted within Animal Walk and its associated Dog Park and recreation areas.
10. 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.
11. If your dog digs, please refill the hole.
12. Be aware that we are located near many residential neighborhoods. Please do not allow your dog(s) to bark excessively, especially near Cormorant Creek.
13. Your dog must be supervised at all times. No pets should be left unattended. You are responsible for your dogs' 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 need to move to another area of the park, or leash your pet. Rough play is okay only if it is welcome by all parties involved. Your dog may be playing, but if the other dog(s) is not having fun, it is no longer acceptable or welcome.
14. This park is not intended for aggressive dogs, which includes dog-aggressive and/or people-aggressive. Aggressive behavior should be reported immediately.

15. Users of this facility do so at their own risk. Julington Creek Animal Walk and its associated personnel and business will not be held liable for any injury, illness 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.

16. Animal Walk management reserves the right to refuse, revoke, or 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 Animal Walk.

Member further acknowledges that participating in animal related activities or other recreational activities on the property is a potentially hazardous activity involving some inherent risk, which must be assumed by each Member, and due to the nature of animals on the property and outside activities, he or she may incur physical injury, illness 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 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 Animal Walk staff. Member also acknowledges that, despite careful precautions, there are certain inherent risks of injury in use of 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 quest or family member of Member, whether caused by the negligence of others or the negligence of Animal Walk and its staff.

Member of 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, that 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. 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 years of age,
signature by parent, legal guardian
or other adult is required

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