



**NASSAU HUMANE SOCIETY**  
BRINGING PETS & PEOPLE TOGETHER

## **NASSAU HUMANE SOCIETY DOG PARK**

**\*RULES AND REGULATIONS\***

**\*OWNERSHIP CONTRACT\***

**\*ASSUMPTION OF RISK, RELEASE & WAIVER  
OF LIABILITY AND INDEMNITY AGREEMENT\***

### **RULES AND REGULATIONS:**

- All dogs must be SPAYED OR NEUTERED and at least 6 MONTHS OLD to enter the park.
- Dogs must be up-to-date on the following 3 vaccinations, at all times, for the duration of your membership: BORDETELLA, DISTEMPER, and RABIES. Please bring a hard copy of your vaccinations with you on your initial visit. It is your responsibility to bring additional copies, as needed, to keep our records up-to-date when one or all of your dog's "park required" vaccinations have been renewed at your vet's office.
- All dogs must be dog and people friendly.
- No more than 3 dogs per person in the park, provided you're able to watch all 3 dogs.
- Only the dog(s) listed on your application are allowed to come into the park with you. "Visitor dogs" must be brought through the dog park lobby and MUST meet all the dog park requirements to enter.
- Leash law: Your dog(s) must be on a leash from the moment their paws hit the ground out front in the parking lot to the unleashing area within the park itself. THIS IS A CITY ORDINANCE meant to keep you and your dog safe. (Chapter 18, Article II, Section 18-13)
- Only one owner and their dog(s) are allowed in the unleashing areas at any given time. Please be patient while dogs are being secured or getting ready to enter the park.
- The safest collar for your dog to wear in the park is a flat buckle collar. No prong or pinch collars or Electronic Shock Collars (E-collars) are to be worn at this facility.
- Due to insurance requirements, children under 13 are NOT allowed in the park. Children between the ages of 13-17 must be under direct adult supervision and never be more than 10 feet from said adult. Please, for everyone's safety, do not allow your child to run in the park as this can trigger dogs to chase.
- Watch your dog(s) at all times. If antagonizing or aggressive behavior is observed toward another dog or person, please take action immediately. Whether this is leashing and putting them in a time out, redirecting play to something positive, or simply leaving the park altogether.
- We provide the dog waste bags and you provide the labor. Again, for this to work you must have eyes on your dog(s) at all times.
- All toys are donated by members. When you're done playing, please return toys to proper bins.
- Do NOT allow your dog to dig holes.
- No excessive barking: If your dog(s) is excessively barking and isn't corrected, you may be asked to leave the park.

- Dogs that are sick or dogs with obvious external parasites or conditions (fleas, mange) are not permitted in the park.
- NO BULLIES ALLOWED!! Rough play and chasing other dogs is fine, IF AND ONLY IF, it's consensual. You must communicate with other dog owners to discuss their comfort levels.
- Please allow time for a "new to the park" dog to adjust to their surroundings. Move your dog back and allow the "new dog" some space, especially near, but not limited to, the entry gate.
- Do not let your dog(s) run the fences in an aggressive or antagonizing manner. Dogs can still be bit or injured through chain link fencing.
- To avoid a dog fight, you must agree that you will control and have command over your dog at all times to watch for antagonist or aggressive behavior. Understand that under NO CIRCUMSTANCES should you ever grab a fighting dog by its collar, or the "biting end" of a dog as this could result in a bite or attack. In the event that the dogs get tangled up, there are air horns throughout the park that can be utilized to attempt to startle the dogs apart. Please note, these are to be used for emergencies only.
- Report all dog aggression toward other dogs or people to the dog park staff immediately.
- One person through the gate at a time. Do not let anyone else into the park when using your gate card to enter, even if you know them and they are directly behind you waiting to enter. You could unintentionally let in a dog who is sick, who has expired vaccinations, or who is no longer a member. EVERYONE MUST USE THEIR OWN GATE KEY!
- Please report lost or stolen cards to the dog park staff. You are responsible for any unauthorized person accessing the park using your key.
- Your initial membership includes (1) gate key. Replacement or additional keys are \$10.
- If your membership has come to a close and you won't be returning to the park, please return your used gate key to the office as we can reassign them.
- Absolutely, no people food OR dog food allowed in the park, including dog treats. Beverages are permitted. (No Glass Containers)
- No alcohol or smoking on premises.
- Please be respectful and courteous towards other members, our volunteers and the NHS staff. Anything less will not be tolerated.

### **MEMBERSHIP CONTRACT:**

You, the owner(s), have purchased for your dog(s) a membership to the Nassau Humane Society Dog Park. Owner(s) agree that the membership fee is non-refundable.

Owner(s) agree that the membership is not transferable to another dog's owner. Other dogs owned by the Owner(s) may be substituted for those named on the application provided they, complete a new application with the new dog's name, description, copy of current rabies, distemper, bordetella vaccination for that dog(s), the park requirements, and the difference in membership(s) rate is paid and are approved by the park management.

The NHS Dog Park reserves the right to deny entry to the facility or membership in the facility for any reason at any time, with or without cause, and to terminate membership(s) or expel a person and/or dog(s) from the facility for any reason, with or without cause. If the NHS Dog Park terminates a membership, the NHS Dog Park reserves the right to return pro-rated fees or no fees.

## **ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT:**

The Nassau Humane Society Dog Park (NHS Dog Park) has created a park for dogs and their owners and guests to enjoy together. I understand that the use of the NHS Dog Park facilities means that I am taking certain risks of injury to myself, my minor children (under 18), my guests, my dog(s) and my property. I also understand use of the NHS Dog Park does not guarantee or warrant the disposition, behavior, condition or acts of other dog(s) in the park. I understand that animal behavior is sometimes unpredictable and that some dogs are capable of inflicting serious personal injury or death, as well as extensive property damage. Knowing the risks of handling domestic dog(s), I hereby release, discharge, and hold harmless the City of Fernandina Beach and its representatives, officers, employees, and agents, and Nassau Humane Society Inc. their representatives, officers, directors, volunteers, shareholders, property landlords, appointees or representatives, employees and contractors from any and all liability, claims, demands, causes of action, or any other legal cause arising out of or related to loss or damage or injury to person or property.

I also realize that there may be dog(s) that have undiagnosed medical problems or may be incubating infectious diseases that could be contagious. I hereby agree to assume these risks that could be transferred to my dog(s). I understand it is my responsibility if my dog(s) are injured or become ill, it is my financial responsibility. I will not seek medical reimbursement from the NHS Dog Park. I hereby release, discharge, and hold harmless the City of Fernandina Beach and its representatives, officers, employees, and agents, Nassau Humane Society Inc., including but not limited to its operations involving the NHS Dog Park and Nassau Humane Society Inc., their representatives, officers, directors, volunteers, shareholders, property landlords, appointees or representatives, employees and contractors from any and all liability, claims, demands, causes of action, or any other legal cause arising out of or related to loss or damage or injury to person or property.

Because I want to use and enjoy the NHS Dog Park and its facilities, I hereby agree to assume these risks for myself, my guests, my minor child, my dog(s), and my property. I agree that it is solely my responsibility to determine whether the NHS Dog Park property itself and any particular situation involving other Owners, guests and dog(s) is safe for myself, my minor children (under 18), my guests, my dog(s), and by property. I expressly assume the risk of personal injury or property damage arising out of or related to my use of the NHS Dog Park.

In exchange for the opportunity to use the NHS Dog Park, I hereby release, discharge and hold harmless the City of Fernandina Beach and its representatives, officers, employees and agents, Nassau Humane Society Inc., including by not limited to its operations involving the NHS Dog Park and Nassau Humane Society Inc., their representatives, officers, directors, volunteers, shareholders, property landlords, appointees or representatives, employees and contractors from any and all liability, claims, demands, causes of action, or any other legal cause arising out of or related to loss or damage or injury to person or property, including any death or serious injury which may result while I, my minor children (under 18), guests, or my dog(s) are at NHS Dog Park. I also agree to be responsible for my minor guests and my dog(s) and for any liability caused by me, my minor children, guests and my dog(s).

I also release any other owner(s)'s of the NHS Dog Park from any claims, causes of action, or other legal cause arising out of or related to the activities of such owner(s) dog (s), including any injury such dog(s) may cause to me, my guest, my minor children, my dog(s) and my property, except where such claim, causes of action, or any other legal cause arises out of the gross negligence or willful misconduct of such owner(s).

I further agree to hold harmless and indemnify the City of Fernandina Beach and its representatives, officers, employees, contractors, and agents, and Nassau Humane Society Inc., including but not limited to its activities involving the NHS Dog Park and the Nassau Humane Society Inc. and the representatives, officers, directors, volunteers, shareholders, property landlord, or appointees or its employees, contractors and agents for any claims, causes of action, lawsuits or judgments against any of the foregoing entities or persons that are asserted because of any action or inaction of myself, my minor children (under 18), my guest, or my dog(s). This indemnification shall include court costs and attorney fees and costs, including costs of appeal.