

APPLICATION FOR MEMBERSHIP, DOG PARK OF RARITY BAY

INSTRUCTIONS FOR USING THIS ONLINE APPLICATION:

The form must be signed by each owner.

Attach current Rabies Immunization record and proof of veterinarian checkup within the last year.

Send completed form to Membership Director, Patricia Busse (423) 295-6345, 10 Pineberry Ct, Vonore, TN 37885 with Annual Membership Fee (\$60). Dues if joining after 7/1 to be \$40. Checks should be made out to DOG PARK OF RARITY BAY, INC.

OWNER/RESIDENT INFORMATION

Name(s) of Adult Household Members

Address Own Rent

Second Address if Part-time Resident

Home Phone Cell Phone

E-mail Address(s)

Veterinary Clinic Phone

DOG INFORMATION

#1 Dog's Name Breed D.O.B. Sex Wt.

Color Spayed/neutered?

Any history of aggression toward people or other dogs? If yes, attach information.

#2 Dog's Name Breed D.O.B. Sex Wt.

Color Spayed/neutered?

Any history of aggression toward people or other dogs? If yes, attach information.

#3 Dog's Name Breed D.O.B. Sex Wt.

Color Spayed/neutered?

Any history of aggression toward people or other dogs? If yes, attach information.

Each dog must by law have evidence of rabies vaccination and proof of a veterinarian checkup within the last year. After much consideration by the board of directors, it has been determined that it is up to each individual and his/her veterinarian to decide which vaccinations are applicable for each dog's healthy interaction in the park.

OWNERS/RESIDENTS, GUESTS OF RESIDENTS AGREE:

1. That they have been provided with the Park rules and that they agree to abide by the rules as currently in effect and as may be later modified by the Board or by the members of DPRB.
2. That membership in DPRB is nontransferable to other persons.
3. That members may use the Park for dogs they own only if the dogs are listed on the members’ applications, have current immunization records on file and have been approved by the Board of DPRB.
4. That the Board of DPRB may limit, suspend or terminate the privileges to use the Park for any reason and without hearing.
5. That the Board may further suspend or terminate membership in DPRB for any reason following the member being given a chance to be heard before the Board of the DPRB. If a member ceases to be an owner or resident of Rarity Bay, membership and the privilege to use the Park shall automatically terminate.
6. All fees and donations are nonrefundable regardless of the reason for termination of privileges or membership. However, owners/residents shall be refunded initiation fees and the annual fee if they cancel their membership within the first 30 calendar days of the date membership commences.

ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

I understand that the use of the dog park (“the Park”) means that I am taking certain risks of injury or damage to myself, my guests, my dogs, my property, and to others. I recognize that injuries and damage, including serious injury and damage and death, may result when dogs are present, even if they appear to be supervised and controlled. I hereby assume these risks to and for myself, my guests, my dogs and my property. I agree to inspect the Park and persons and dogs using the Park when I arrive and to continue to stay vigilant. I agree that it is my sole responsibility to determine whether the Park itself and any particular situation involving other persons and dogs are safe for my guests, my dogs, my property and me.

In exchange for the privilege to use the Park in accordance with the rules, I hereby release and discharge the Dog Park of Rarity Bay, Inc. and Rarity Bay Community Association, Inc., and their boards, officers, directors, members, employees, volunteers, guest, and agents from any and all liability, claims, demands, causes of action, loss, damage or injury to person or property, including from any death or serious injury, that may result from any incident, action or inaction while I or my guests or my dogs are on the Park premises or while attending any event sponsored by the Dog Park of Rarity Bay, Inc.

I also agree to be responsible for myself, my guests and my dogs and for any liability, loss, damage or injury caused by me, my guests and/or my dogs and to hold harmless and indemnify the Dog Park of Rarity Bay, Inc. and Rarity Bay Community Association, Inc. and their boards, officers, directors, members, employees, volunteers, guest, and agents from any and all liability, claims, demands, causes of action, including for attorneys fees and expenses, loss, damage or injury to any person or property, including from any death or serious injury, that may result from any incident, action or inaction while I or my guests or my dogs are on the Park premises or while attending any event sponsored by the Dog Park of Rarity Bay, Inc.

I have the legal capacity to sign this Agreement, including the Assumption of Risk, Release, Waiver and Indemnification Agreement. This Agreement shall be binding upon my heirs, beneficiaries, next of kin, personal representative or executor and assignees.

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

I HAVE CAREFULLY READ THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, AND UNDERSTAND IT AND FULLY AGREE WITH ITS TERMS.

Owner Signature _____ Date _____

Owner Signature _____ Date _____

FORM APPROVED BY BOARD OF DIRECTORS: APRIL 15, 2010

RULES AND REGULATIONS

[Please use this link to review and accept the current Dog Park of Rarity Bay Rules and Regulations](#)