

Release of Liability

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the Ankeny Dog Park owned and operated by the City of Ankeny. I understand that the act of unleashing my dog(s) and being physically present within the Dog Park necessarily involves risks of injury to me, other people, my dog(s) and other dogs. I understand that the aforementioned risks are entirely my responsibility and I expressly assume all of these risks.

I understand that the permit system is not established to guarantee that dogs in the park are safe or healthy. I further understand that dogs, 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, any individual (including children) accompanying me in the Dog Park and my dog(s). I also agree to abide by all conditions and restrictions detailed on signs located in or around the Dog Park. 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 dogs in the Dog Park may have been vaccinated for distemper, parvo or rabies all of which could result in injury to me and my dog(s) or companions. Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; dog drowning in the pond; plants and/or water sources in the area may be poisonous to dogs or people; park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodged in a dog's feet, ears, nose or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, opossums or stray dogs could be present in the park, all of which might injure or infect my dog(s). I understand and expressly assume all risks.

It is my understanding that no agent or employee of the City of Ankeny will supervise the Dog Park at any time. I, therefore expressly assume all risks associated with using the Dog Park, as well as fixtures and equipment located therein, in an unsupervised manner.

By signing this release of liability and using the Dog Park, I hereby fully and forever release and discharge the City of Ankeny, the Parks & Recreation Department, and their employees, agents and volunteers from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said Dog Park from any and all negligent, reckless or intentional acts or omissions of others that may occur at the Dog park. I hereby assume sole responsibility for my own actions or omissions, the actions or omissions of my children to the extent permitted by law, and the behavior of my dog(s) and agree to indemnify and save harmless the City of Ankeny, the Parks & Recreation Department, their employees, agents and volunteers for any damage resulting in bodily injury, death, property loss, including legal and expert witness fees, caused by actions or omissions attributable to me, my children or my dog(s).

I have carefully read this release of liability and understand and fully agree with its contents. I also have received a copy of the Dog Park rules and I agree to fully comply with these rules and to inform others I bring into the facility, including children, of these rules and will ensure their compliance with the rules. My signature also confirms that I am not aware of any instance in which the dog I am requesting an annual permit of daily pass for has shown aggressive, fighting or biting behavior towards other animals or people.

DOG PARK POLICIES

FOR EVERYONE'S SAFETY AND WELL-BEING

- Each dog must have a valid Season Pass Tag attached to their collar and visible at all times
- All dogs must have a current rabies vaccination certification
- Zero Tolerance for Dog Waste – Handlers must pick up and dispose of their dog's waste
- Gates must be kept closed at all times
- Children under 10 years of age may not enter fenced area. Children 10 and over must be supervised at all times
- Handler of a dog must be 18 years old
- Maximum of two dogs per handler
- This facility and parking lot are tobacco and alcohol free
- No wheeled vehicles are allowed in the dog park unless used for a disability
- No animals besides dogs are permitted in the dog park

FOR YOUR DOG'S SAFETY AND WELL-BEING

- Dogs must be licensed with the City or other city of residence
- Dogs must be over four months old
- Dogs must be kept on a leash while entering and exiting the facility, must be off leash inside the park
- Dogs should be within eyesight and under voice control at all times and never be left unattended
- Always carry a leash within the facility, one per dog
- Intact females may not attend the park during their heat cycle
- No food or drink permitted – small training treats are allowed
- A flat buckle collar is required. Pinch/prong/spike collars are not allowed
- No digging, owner is responsible for filling holes as needed
- Owners are responsible and liable for any damage caused by their dogs
- Large Dog Area – Dogs must be over 15" at shoulder
- Small Dog Area – Dogs must be under 15" at shoulder
- Sick and lame dogs will not be permitted to use the park
- Aggressive dogs will be asked to leave the park with owners

