

MEMBERSHIP AGREEMENT

Please read this Agreement carefully and be aware that, in consideration for permission to use the Lewes Unleashed Dog Park, you will be expressly assuming legal liability and waiving legal rights.

1. Dog Park Rules. I understand that I am solely responsible for supervising my dogs and determining whether or not the use of the dog park is an appropriate activity. I have read and agree to abide by the rules of the dog park as attached hereto in Exhibit A, as from time to time modified. I understand that breaching the rules of the dog park may result in revocation of my membership.

2. Vaccinations, etc. I hereby certify that my dogs are licensed and are current with their rabies, distemper, parvovirus and other vaccinations required by the county or municipality in which my dogs reside and that I will keep the vaccinations current at all times. My dogs have been spayed or neutered. I understand that providing false information may result in revocation of my membership. While Bordetella is not required we do recommend it.

3. Personal Use Only. I acknowledge that professional dog walkers, trainers and groomers are not permitted to use the dog park to conduct their business and that the park may not be utilized for any private gain.

4. Assumption of Risk. I acknowledge that the dog park is self-directed and not continually supervised by a person affiliated with Lewes Unleashed Association (“LUL”). I recognize that LUL makes no guarantee that all dogs in the dog park are vaccinated and has no knowledge of the behavior or disposition of dogs using the dog park.

5. Indemnity. I agree to indemnify and hold harmless LUL and the City of Lewes, and each of their officers, directors, officials, volunteers and employees (the “Indemnitees”) from all losses, claims and liabilities (including attorneys’ fees and expenses) arising from the personal injury to or death of any person or dog or damage to any property (including the dog park) resulting directly or indirectly from the use by me, my dog, my guests or my family of the dog park.

6. Hold Harmless. I hereby agree to waive, release and forever discharge the Indemnitees from any and all claims for injuries, damages or loss to myself, my guests, family and dogs which we may have or which may accrue arising out of or connected in any way with the use of the dog park.

7. No Assignment. I agree that my membership in the dog park is not transferable and agree not to give any information, key card or electronic code providing access to any person other than a member of my immediate family.

By my signature, I agree to the foregoing.

Date: _____
Print Name:

Lewes Unleashed Dog Park Rules

This dog park is for members only. All members and dogs are required to act as good citizens while visiting the park. Anyone in violation will immediately have their membership suspended or revoked without refund.

- Park hours are from dawn to dusk. Access to the park after hours is not permitted.
- The park is divided into three separate fenced areas, with the smaller area to be used exclusively by small and elderly dogs, and the larger general dog area. A third area is reserved by Lewes Unleashed as an events area. At the member's discretion, any dog may access the general dog area.
- Use of the dog park is at your own risk. Each member is solely responsible for his and his dogs' actions and assumes all liability for damages suffered by any person or dog injured by the member's dogs while at the park. Members agree to release and hold harmless both LUA and the City of Lewes for any injury to any dog or person while using this park.
- All users must be registered members to use the dog park. Members must be prepared to show their dogs' immunization record/vet info as requested. Members must strictly protect the confidentiality of the park's electronic access code. Revealing the code to a third party is grounds for automatic forfeiture of membership.
- For the protection of children and dogs, children under the age of 9 are not allowed inside the dog park. Children 9-15 must be accompanied and supervised by an adult.
- Dogs must be licensed, have rabies and all other vaccinations as required by the State of Delaware Health Department (or reciprocating authority). All dogs should be healthy, and free of contagious diseases and parasites. Dogs must be vaccinated against rabies, distemper, parvovirus and other vaccinations required by the county or municipality in which my dogs reside regularly examined and treated for parasites.
- Dogs less than 6 months of age, unneutered male dogs, non-spayed female dogs, aggressive, unruly, fearful and under-socialized dogs are not permitted.
- Dogs showing aggression toward people or other dogs must be leashed and immediately removed from the park. Dogs who exhibit a history of aggressive behavior will not be permitted to enter.
- All dogs must be under control of an adult with a limit of 2 dogs per adult.
- A member must not leave his dog unattended. Dogs must be in view of and under voice command of their member at all times.
- Members are responsible to ensure their dogs do not dig holes or cause damage to park plants or property.
- This park is a carry-out park. The member is responsible for having a disposal bag in his possession. All waste must be bagged and disposed of properly in the marked receptacles outside of the park area.

- **Dogs are to remain leashed outside of the dog park, as well as when entering and exiting the dog park. Dogs must be unleashed inside the dog park. A member must keep the leash in his possession at all times while using the dog park.**
- **No dog may be tethered on the fence. No animals other than dogs are allowed in the park.**
- **Excessive barking will not be tolerated.**
- **No food, including dog treats, is permitted.**
- **No smoking or alcohol is permitted.**
- **Only flying disc and tennis ball type of toys are permitted. No whistles are allowed.**
- **The park may not be utilized for any commercial or private use or gain which includes, but is not limited to, professional dog walkers, trainers and groomers. No activities or events of any type are to be conducted without the prior written approval of LUA.**