



Application for Red Dog Park Membership

1st Member - Dog's Name _____ Breed _____ Age _____

Sex: Male / Female **Spayed / Neutered?** Yes / No **Color** _____ **Markings** _____

- Has this dog ever shown aggressive tendencies towards people or other dogs? *Yes / No
- Has this dog ever bitten a person or another dog? *Yes / No

**If you answered "Yes", please describe below in the provided area*

2nd Member - Dog's Name _____ Breed _____ Age _____

Sex: Male / Female **Spayed / Neutered?** Yes / No **Color** _____ **Markings** _____

- Has this dog ever shown aggressive tendencies towards people or other dogs? *Yes / No
- Has this dog ever bitten a person or another dog? *Yes / No

**If you answered "Yes", please describe below in the provided area*

3rd Member - Dog's Name _____ Breed _____ Age _____

Sex: Male / Female **Spayed / Neutered?** Yes / No **Color** _____ **Markings** _____

- Has this dog ever shown aggressive tendencies towards people or other dogs? *Yes / No
- Has this dog ever bitten a person or another dog? *Yes / No

**If you answered "Yes", please describe below in the provided area*

**If you answered "Yes" to any of the questions above regarding aggressive behavior or biting tendencies, please explain here: (use the back of this page if needed for more space. **

Applicant's and Co-Applicant's Names

First Name _____ **Last Name** _____

First Name _____ **Last Name** _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Home Phone _____ **Cell Phone** _____

Email Address _____ **Vet Clinic** _____

How did you hear about Red Dog Park? _____

Current rabies shot verification (initial one)

_____ **My dog(s) are wearing current rabies/license tags.**

_____ My dog(s) are not wearing current tags, but I certify that the dog(s) are current on rabies shots and will remain current as long as they are considered members of Red Dog Park.

Current Bordetella and DHPP Records: (initial)

_____ My dog(s) are up to date on all rounds of Bordetella and DHPP vaccinations.

Required Owner Identification: (initial one)

_____ My dog(s) are wearing current owner identification.

_____ My dog(s) is/are micro chipped.

TERMS AND CONDITIONS

1. The Application for Red Dog Park Membership (the “Application”), these terms and conditions (the “License”) and the Dog Park Regulations (the “Regulations”) constitute the sole and entire agreement (“Agreement”) between the Applicant and Co-applicant (collectively “Applicant”) on the one hand and Red Dog Pet Resort & Spa, LLC (“Red Dog”) on the other with respect to Applicant’s access to and use of Red Dog Park, located at Red Dog’s facility at 5081 Madison Road, Cincinnati, Ohio 45227, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
2. Red Dog hereby grants to Applicant a limited, non-exclusive and revocable license (the “License”) for one (1) year after the date on which (i) Red Dog approves Applicant’s Application and (ii) receives Applicant’s Membership Fee (the “Term”) to use Red Dog Park for the limited purpose of exercising the dogs named in the Application. The License permits the Applicant to use Red Dog Park only during the Term, subject to, and upon all of the terms, covenants, and conditions contained in this Agreement.
3. Applicant shall pay to Red Dog a fee of **\$150** (the “Membership Fee”) for the License granted herein. The Membership Fee is non-refundable.
4. Upon approval of Applicant’s application and receipt of Applicant’s Membership Fee, Red Dog will issue to Applicant a key fob that will allow Applicant to access Red Dog Park during the Term. Red Dog will disable Applicant’s key fob at that end of the Term unless, before the end of the Term, Applicant applies for a new Term pays the then current Membership Fee. Applicant’s key fob is solely for Applicant’s use and Applicant is not allowed to let others use Applicant’s key fob. Applicant will pay to Red Dog a charge of **\$10** for replacement of a lost or stolen key fob.
5. Applicant shall comply with the Red Dog Park Regulations (attached hereto) at all times while in Red Dog Park.

6. Red Dog may immediately and without notice suspend or terminate the License granted herein if, (i) in Red Dog's sole and absolute judgment, Applicant or any of the dogs listed in the Application (a) has violated Red Dog Park Regulation or (b) is an annoyance or hazard to other Red Dog Park members or their dogs or (ii) in Red Dog's sole and absolute judgement, Applicant knowingly included false or inaccurate information in the Application.

7. Applicant hereby agrees to indemnify, defend, and hold harmless Red Dog, its officers, directors, employees, and agents, and affiliates from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the use of Red Dog Park by Applicant or the dogs named in the Application; or (b) any acts, errors, or omissions on the part of Applicant or the dogs listed in the Application. This Section 7 shall survive termination of this Agreement.

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Red Dog Pet Resort & Spa, LLC has created Red Dog Park for dogs and their owners and guests to enjoy together. I understand that the use of this park and other Red Dog Park facilities means that I am taking certain risks of damage or injury to myself, my guest(s), my property, my dog(s) and to others in the park and associated facilities. Included in these risks are negligence on the part of Red Dog, its owners, employees, customers and guests. I realize that when dogs are around strange people and other dogs, some accident or injury may result, and that people, dogs and property might be injured or damaged.

Because I want to use and enjoy Red Dog Park and its associated facilities, I hereby agree to assume these risks, for myself, my guest(s), my property, and my dog(s). I agree to make an inspection of Red Dog Park property, and to continue to stay vigilant regarding the property and regarding my guest(s), my property, and my dog(s). I agree that it is solely my responsibility to determine whether the Red Dog Park property itself and any particular situation involving other members, guests and dogs is safe for myself, my guest(s), my property, and my dog(s).

In exchange for the opportunity to use this facility, according to the Rules and Regulations, I hereby release and discharge Red Dog Pet Resort & Spa, LLC, and its owners, members and employees from any and all liability, claims, demands, causes of action, loss, damage or injury to person or property, including negligence, breach of contract, breach of any statutory duty of care, or any death and serious injury which may result while I or my guest(s) or my dog(s) are on the Red Dog Park premises.

I also agree to be responsible for my guest(s) and my dog(s) and for any liability caused by me, my guest(s) and my dog(s), and that I will hold harmless and indemnify Red Dog Pet Resort & Spa, LLC, and its owners, members and employees from any and all liability, claims, demands, causes of action, loss, damage or injury to person or property, including any death and serious injury which may be caused by myself, my guest(s) or my dog(s) while they are on the Red Dog Park premises.

I agree to waive, release and forever discharge any and all claims, whether known or unknown, that I now have or may have in the future against Red Dog Pet Resort & Spa, LLC and covenant not to sue Red Dog Pet Resort & Spa, LLC with respect to my use of the Red Dog Park and its associated facilities.

I am 18 years old or older and have the legal capacity to enter into a binding contract. I intend for this release to be binding upon my heirs, beneficiaries, next of kin, personal representative or executor, and assignees.

I HAVE READ AND FULLY UNDERSTOOD THE ABOVE TERMS AND CONDITIONS AND RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

APPLICANT:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

CO-APPLICANT:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

RULES AND REGULATIONS

Please initial each rule to indicate that you have read it, understand it, and agree to abide by it.

_____ **Keep an eye on your dog at all times**, and always keep a dog leash with you.

_____ All dogs must be pre-screened by a member of the Cincinnati Resort management team prior to their first entry into the park. This pre-screening ensures appropriate socialization and can be set up during business hours and should about 5-10 minutes.

_____ **Poop**: Clean up after your dog! No exceptions! Owners must remove and dispose of their dog's poop immediately using the plastic bags and garbage receptacles provided. Please seal all bags.

_____ **Do not let anyone outside of your contract through the members gate at any point in time.** Only those who are authorized with a registered key fob are permitted to enter the dog park. Your personal entry fob is for your use only and is not to be shared with those outside of this agreement. **If you choose to ever disregard this rule, it may result in the termination of your membership.** If you come across another member who claims to have forgotten or misplaced, their entry fob, simply direct them to the office for assistance. If the office is closed, then they will need to either call the business or return when the office is open again.

_____ Dogs must be **on leash** unless they are in the off-leash park; in the off-leash park dogs should be **off-leash** unless they are being led from one area of the park to another or in the exterior nature walk area. Dog owners must maintain voice control over their dog(s) and remain near their dog(s) at all times.

_____ **No bullies!** Rough play is fine as long as it is consensual. Rough play and chasing are not acceptable if any of the dogs involved are not comfortable with the situation. Just because a dog's intent is to play does not make the dog's behavior acceptable or tolerable if the other dog is not enjoying itself. Mounting should be discouraged as it is generally not enjoyed by the dog being mounted. All dogs deserve to have a good time at the Park!

_____ **Digging holes**: Dogs are not allowed to dig holes. If this behavior starts, please redirect your dog and fill any created holes immediately.

_____ Dogs must be **up to date on all rounds of vaccinations**, including rabies, bordetella and DHPP. Rabies tags should be worn and visible at all times. Puppies must be 3 months or older and have all rounds of boosters.

_____ **Children**. For safety reasons, those under 18 years of age must be accompanied by an adult and must always be under close supervision. Children must not be allowed to run, scream, chase the dogs, or pet another person's dog without first getting that person's permission.

_____ **Intact/Unaltered**. For safety reasons, we require that all dogs over 6 months of age must be spayed or neutered to use the park. Please note that even if the intact dog is wonderfully behaved, the presence of an intact dog may cause other dogs, even spayed or neutered dogs, to become more aggressive.

_____ If **aggressive behavior** is observed, take immediate action: move your dog to another area of the park, leave the park, or do whatever you have to do to prevent the behavior from reoccurring (time-out, redirect behavior, etc.)

_____ **Altercations.** Some experts recommend the following method for breaking up a dog fight: each owner grabs his/her dog by the hindquarters or tail, pulls the dog away from the other dog, and holds onto the dog until it calms down. Even this method is not risk-free-even your own dog could still bite you. Under no circumstances should you ever grab a fighting dog by its collar or anywhere near the biting end of the dog!

_____ Only flat-buckle **collars** or harnesses should be worn by dogs in the off-leash part of the park. Pronged (pinch), spiked, studded and choke chain collars are not allowed in the off-leash area of the park. These are training collars and allowing a dog to wear them while playing can be dangerous. Electronic collars are not allowed in the park unless their use has been approved by management.

_____ Dogs that are sick, and dogs with obvious external parasites (e.g. **fleas**) are not to be brought to Red Dog Park. Treatment must be fully completed along with veterinary clearance prior to being able to return to the park if confirmed with an illness or parasite.

_____ **Playground equipment** is to be used at one's own risk.

_____ **Excessive barking** is prohibited. Dogs barking excessively must be removed.

_____ No **animals** other than dogs are allowed within the park.

_____ Only small dogs are permitted in the **small dog area**.

_____ **Food:** Do not feed dog(s) in the park. This includes the use of dog bones, chew treats, etc. "One gulp" treats are permitted. Human food is prohibited from being inside the dog park as it can create a potential hazard to the dogs. Glass containers of any kind are prohibited.

_____ **Alcohol/Smoking:** Alcohol in any form is not permitted on Red Dog property at any time. No smoking is allowed within the Red Dog park perimeter.

_____ No more than **3 dogs per person** are allowed in the Park at one time (with prior approval).

_____ The Red Dog Park may be temporarily closed at times due to **Maintenance** or scheduled **Events**.

I have read, understand, and agree to abide by all of the Contract Regulations, the Release and Waiver Liability and Assumption of Risk, and the Rules and Regulations and I understand that Red Dog reserves the right to alter or amend its rules at any time.

APPLICANT:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

CO-APPLICANT:

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____