



**2022**

**FOB EXP** \_\_\_\_\_

**MARK TWAIN DOG PARK APPLICATION**

**Residents: \$40 per year, \$10 for fob    Non-residents: \$65 per year, \$10 for fob    No refunds for partial use**

**There is a processing fee of 2.95% with a minimum of \$1.95 to use a debit/credit card in our office.**

Name \_\_\_\_\_ Waiver Signed \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Daytime phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

**ADDITIONAL HANDLERS (MUST SIGN WAIVER)**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Waiver Signed \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ Waiver Signed \_\_\_\_\_

**DOG #1**

Name \_\_\_\_\_ Breed \_\_\_\_\_ Color(s) \_\_\_\_\_ DOB \_\_\_\_\_

License issued by \_\_\_\_\_ License # \_\_\_\_\_ Expires \_\_\_\_\_

Rabies Expires \_\_\_\_\_ DHPP Expires \_\_\_\_\_ Bordetella Expires \_\_\_\_\_

Updates: Rabies \_\_\_\_\_ DHPP \_\_\_\_\_ Bordetella \_\_\_\_\_ Initials \_\_\_\_\_

**DOG #2**

Name \_\_\_\_\_ Breed \_\_\_\_\_ Color(s) \_\_\_\_\_ DOB \_\_\_\_\_

License issued by \_\_\_\_\_ License # \_\_\_\_\_ Expires \_\_\_\_\_

Rabies Expires \_\_\_\_\_ DHPP Expires \_\_\_\_\_ Bordetella Expires \_\_\_\_\_

Updates: Rabies \_\_\_\_\_ DHPP \_\_\_\_\_ Bordetella \_\_\_\_\_ Initials \_\_\_\_\_

**DOG #3**

Name \_\_\_\_\_ Breed \_\_\_\_\_ Color(s) \_\_\_\_\_ DOB \_\_\_\_\_

License issued by \_\_\_\_\_ License # \_\_\_\_\_ Expires \_\_\_\_\_

Rabies Expires \_\_\_\_\_ DHPP Expires \_\_\_\_\_ Bordetella Expires \_\_\_\_\_

Updates: Rabies \_\_\_\_\_ DHPP \_\_\_\_\_ Bordetella \_\_\_\_\_ Initials \_\_\_\_\_

Date _____	FOB # _____	Fee Paid _____
RO License verified _____	Initials _____	
ID # _____	App Scanned _____	In System _____



CITY OF ROYAL OAK  
DOG PARK AND OFF-LEASH PLAY AREA WAIVER AND RELEASE

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR PERMISSION TO USE THE CITY'S DOG PARKS, YOU WILL BE EXPRESSLY ASSUMING THE RISK OF, AND LEGAL LIABILITY FOR, AND WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES, OR LOSS WHICH YOU AND/OR YOUR DOG MAY SUSTAIN AS A RESULT OF PARTICIPATING IN, ANY AND ALL ACTIVITIES CONNECTED WITH OR ASSOCIATED WITH THE USE OF THESE FACILITIES AND THE SURROUNDING AREAS.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s) the dog parks and off-leash play areas ("Parks") owned and operated by the City of Royal Oak. I understand that the act of unleashing my dog(s) and being physically present within the Parks necessarily involves a risk of injury to me, any persons that accompany me, other people using the Parks, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. When this Waiver and Release refers to "my dog", it includes me whether or not I am the legal owner of the dog, since I am the person responsible for the dog while using the Parks.

I understand that the permit/license system is not established to guarantee that dogs in the Parks are safe or healthy. I also understand that dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to the dog, its owner/handler, other persons, or other animals. 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 that not all hazards and dangers associated with dog activities can be foreseen. I agree to assume the risk of any injury to me, any individuals (including children) that accompany me to the Parks, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Parks.

I further understand and assume the risk that all dogs in the Parks may not have been vaccinated for bordetella, distemper, parvovirus, or rabies, all of which could result in injury to me, any individuals (including children) accompanying me, and my dog(s). I also understand that there are certain inherent risks, including the propensity of a dog to behave in a dangerous way. Additional risks include, but are not limited to: the inexperience or irresponsibility of a dog owner/handler; the inability to predict a dog's reaction to sound, movement, objects, persons, or other animals; dog fights, dog bites, and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas, or other insects that may be present; and wild animals, such as skunks, raccoons, opossums, or stray dogs that could be present in the Parks, all of which might injure or infect my dog(s); slip and falls, premises defects, equipment failure, failure in instruction/supervision, and other circumstances inherent to dog and/or outdoor activities. I knowingly and voluntarily accept responsibility for all of these risks in exchange for the privilege of using the Parks.

It is my understanding that no agents or employees of the City of Royal Oak will supervise the Parks at any time and I therefore expressly assume responsibility for all risks associated with the Parks, as well as any fixtures and equipment that may be located there in an unsupervised manner.

In signing this Waiver and Release, I fully release and discharge the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City from any and all claims, demands,

damages, rights of action, whether present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of the Parks. I fully and forever release and discharge the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City from any and all negligent acts or omissions with regard to the Parks and intend to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers, and others working on behalf of the City for any damages for bodily injury, death, or damage, or loss to property, including legal and expert witness fees.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND REGULATIONS, AND AGREE BY AFFIXING MY SIGNATURE BELOW TO COMPLY WITH THOSE RULES AND REGULATIONS. I WILL ALSO INFORM OTHERS THAT I MAY BRING TO THE PARKS (INCLUDING CHILDREN) OF THESE RULES AND WILL ENSURE THEIR COMPLIANCE WHILE USING THE PARKS. MY SIGNATURE CONFIRMS THAT I AM ALSO NOT AWARE OF ANY INCIDENTS IN WHICH MY DOG(S) HAS/HAVE SHOWN AGGRESSIVE, FIGHTING, OR BITING BEHAVIOR TOWARDS PEOPLE OR OTHER ANIMALS.

\_\_\_\_\_  
Dog Owner (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dog Owner (printed name)

\_\_\_\_\_  
Additional handler (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional handler (printed name)

\_\_\_\_\_  
Additional handler (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional handler (printed name)

If Dog Owner or Additional Handler is under age 18, signature by a parent or legal guardian is required:

\_\_\_\_\_  
Parent/Guardian (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian (printed name)

## **MARK TWAIN DOG PARK RULES**

The dog park is open from 6am-10pm.

For the health and safety of our dogs and everyone who enters the dog park gated area, we have developed the following rules. To protect the park, you and your pet(s) please do not let people without a fob or an expired fob into the park. If their fob is expired we probably don't have proof of current vaccinations on file.

1. Members are responsible for compliance with the City of Royal Oak's Mark Twain Dog Park rules and regulations.
2. Only dog owners and / or caregivers and dogs listed on an approved City of Royal Dog Park Application for user privileges may enter the dog park.
3. Use of the dog park is at the members own risk.
4. Entrance to the dog park is not permitted without a fob.
5. Members shall not grant access to anyone without a membership into the dog park.
6. Members are responsible for their dogs and any injuries caused by their dogs.
7. No more than three (3) registered dogs shall be brought into the park by an adult (16 years or older).
8. Members must always remain with their dog(s) inside the designated dog park area(s).
9. Owners must clean up after their dog's waste, in all areas of the dog park, and deposit it in the receptacles provided. The City of Royal Oak will make every effort to provide bags and waste receptacles, but always be prepared to address your dog's waste by having bags with you in the event the dispensers are empty.
10. Hours of operation are 6:00 am – 10:00 pm.
11. Dogs must have current license and up-to-date vaccinations.
11. Dogs must be actively supervised and be under voice control of their owner or caregiver(s).
13. The following are prohibited in the dog park:
  - a. Puppies under four (4) months old.
  - b. Female dogs in heat.
  - c. Choke, prong or spike collars are not allowed and must be removed prior to entering the off-leash area.
  - d. People food, dog food or training treats.
  - e. Unruly dogs are prohibited on Mark Twain Dog Park property. Unruly dogs are defined as dogs that are not under voice control by their owners or caretakers, and / or which physically attack or bite another dog or human (when not provoked).
  - f. Dog toys, with the exception, of balls, tennis balls, chuck-it balls and discs.
  - g. Dogs on benches or tables.
14. Dogs must always be accompanied by an adult (16 years or older).
15. Children under five (5) are not allowed inside the dog park.

16. Children 5-15 years old must always be accompanied by an adult and closely monitored under the adult's supervision.

17. No child's play is allowed inside the dog park.

Failure to comply with the above rules may result in revocation of your membership.

To report rule violations, please send an e-mail to [marktwaindogpark@gmail.com](mailto:marktwaindogpark@gmail.com). Emails will be forwarded to the City of Royal Oak Parks and Recreation Department for review and handling.

All dog bites (dog to dog and dog to human) must be reported immediately to the Royal Oak Police Department, which will contact Oakland County Animal Control and Pet Adoption Center. The dog must then be confined until the Royal Oak Police Department arrive on scene.

Michigan Penal Code 750.66: Persons 18 and older must provide name and address when the dog under their control has bitten another person. Dog handler must provide vaccination information and remain at the scene of the bite until all the above information is provide. The penalty for a violation of MCL 750.66 is up to 93 days in jail and/or a \$500 fine.

### **MARK TWAIN DOG PARK FOBS**

- An application and waiver form must be completed and submitted at the city clerk's office.
- The waiver form **must** be signed by the applicant and each authorized user.
- Fees: Royal Oak residents \$40.00 annually  
Non-residents \$65.00 annually  
FOB \$10.00 (purchase or replacement)  
No refunds for partial use.
- One fob is issued per address.
- Only three (3) dogs per address may be registered on the application to use the park
- Documentation not indicating the required immunizations or expiration dates are not accepted. The dogs' birthdates are required to verify minimum age requirements.
- Owners receiving new or renewed memberships prior to their dog's licenses or shots expiring are responsible to update the above items prior to their expiration.
- Passes are valid for one year from the date of purchase.
- Passes can be revoked for any Code of Conduct violation.