

Rover Run Dog Park

Member Information

Revision Date 11/2020

Welcome to Rover Run Dog Park. We are a member organization comprised of Tellico Village residents. Membership provides access to Rover Run Dog Park where your off-leash dog can roam, exercise and socialize with other dogs in a safe and healthy environment. In order to provide this setting, owners must be diligent in supervising their dog(s) at the park and are responsible for helping to maintain the park's cleanliness. The park is made up of two separate fenced areas known as the Small Dog Park and Large Dog Park. Each is gated and locked with a combination lock.

All dogs must be approved by the Orientation Committee before they are allowed in the park.

To be approved, all dogs must:

Be either spayed or neutered.

Provide a copy of current Vaccination / Immunization records.

The Board reserves the right to NOT accept a dog for membership if there is concern about the dog's behavior. Pit bulls, Rottweilers, and other breeds showing aggressive tendencies are excluded from membership. Further, any behaviors that are believed to be a potential hazard or disruptive to the dog park and/or its neighbors are grounds for exclusion or dismissal.

The Initiation Fee of \$135 and an annual fee of \$60 per dog (\$30 after June 30th) is due upon completion of orientation and approval. Checks should be made out to Rover Run Dog Park Inc. and are due at orientation.

All members must sign the *Waiver of Liability* form and complete the *Application* form for each dog.

Note:

By signing the *Waiver of Liability*, you are agreeing to assume liability for all the people, dogs, visitors and dogs you bring to the park.

There are bags provided in one of the garbage cans at the entrance to the Dog Park for dog deposits. The members keep it stocked with leftover grocery bags. Please help keep the bag supply restocked.

Because the initial dog-park visit can be a little stressful, first-time visitors are encouraged to visit the park at non-peak times. Peak times vary from season to season, according to daylight and temperatures.

Rover Run Rules

1. Dog owners must be present and be able to regain physical control of their dogs when needed.
2. Dogs, members and guests enter at their own risk. Dog owners are legally and financially responsible for their dog's behavior.
3. Dogs must be leashed when entering and exiting the park.
4. All dogs inside the fence must be off leash and wearing a plain buckle or quick release collar. No prong or chain collars and no harnesses are allowed.
5. No treats, food, glass containers, toys or dog grooming allowed in park.
6. Dog feces must be bagged, tied shut, and placed in designated trash can.
7. Children 10 years old and older are welcome to visit the park with members and will use proper dog park etiquette.
8. Owners must repair or pay for the repair of any damage done by their dogs.
9. Dogs are not permitted in the park until they are approved by Rover Run Dog Park Inc. All dogs, including visiting dogs must be oriented by D.O.G. assigned orienteers.
10. Do not bring sick dogs to the park.
11. Small dogs are to only use the small dog park. Large dogs are to only use the large dog park.

Terms and Conditions of Membership

We are pleased you are joining us. To ensure an easy transition for you and your dog, the Orientation person will accompany all new members coming for their first visit. By doing so, your dog can check out the park and we can review the procedures of the dog park with you.

ELIGIBILITY:

- An owner or resident of Tellico Village whose dog(s) meet(s) the requirements of Rover Run Dog Park Inc.
- An owner or resident of Tellico Village who provides proof of current immunizations for Rabies, Parvo/Distemper, and Bordetella. (A certified Titer Test result stating that the dog is immune to Parvo/Distemper is satisfactory proof of immunization for up to one year from the date of the test.)

AUTHORIZED MEMBER:

- One who has paid the initiation fee, is current on annual fees, and provides current proof of immunization. These fees are non-refundable.
- Immunizations shall include Rabies, Parvo/Distemper and Bordetella and subsequent expirations and renewals. A dated "Titer Test" laboratory report, signed by a veterinarian, stating that the dog is immune to Parvo/Distemper, will be accepted for a maximum of one year from the date of the laboratory report in lieu of proof of vaccination for Parvo/Distemper. To facilitate proof of

vaccination and renewal records, members are requested to *consent-to-release* of information by their veterinarians.

- Use of the park is prohibited until the immunization status is satisfied.

FEES:

- Annual fees are due by January 31st of each year. The annual fee is halved after June 30.
- The gate code will be changed February 1st each year for up-to-date paid members.
- Membership fees are used to operate the park and will be reviewed each year.
- Initiation fees along with any donations are used for capital improvements to the park.

SUSPENSION:

- Violation of rules is cause for suspension or termination of membership. The number of infractions and severity determines the length of suspension or termination. In the event of suspension or termination, the initiation and annual fees are not refundable.
- The Board may opt, depending upon the severity of the situation, to take intermediate steps as an alternative to suspension or termination. Members may be advised to come at alternate times.

CONDUCT:

- If your dog is interacting in an increasingly annoying manner, take your dog away from the other dogs to another section of the dog park. If your dog's behavior continues to be annoying or provoking to others and requires a lot of attention, it's time to leave the park and come another day. Some dogs, like people, just do not like each other. This does not mean either dog is aggressive. If these encounters cannot be worked out amicably between the respective owners, the Board may address this issue.
- All members have the responsibility of enforcing the dog park rules for the safety and enjoyment of others.

CONFLICT RESOLUTION:

In the event of conflicts (between dogs or humans) the board requires the following actions.

- A genuine attempt by all parties to resolve the conflict must be made. Owners must speak to each other and attempt to resolve the problem.
- The orientation group will become involved in park conflicts resolution if multiple incidences with no effective resolution occur. The group may become involved in canine issues if the owners request their assistance/advice after unsuccessful attempts to resolve the matter.

- The group will make recommendations and a course of action for the resolution of the issue, which could include additional training for dogs.
 - The orientation group may bring issues to the board for a recommended course of action.
- If concerted efforts fail to resolve the issue, a member may bring the matter to the board. Bringing conflicts/issues to the board should be a last resort.
 - Owners who do so must ensure that all parties are informed of this action prior to notifying the board.
 - Owners will notify the board in writing, clearly describing the conflict/issue and what attempts have been made to resolve the issue. Anonymous letters will not be accepted.
 - The board will then discuss the issue and decide on a course of action. This will be final, and all parties will be required to abide by the board's decision.

VISITORS:

Visiting dogs staying at a member's home may have access to the park without additional fees. The owner of the visiting dog must provide proof of immunization and complete dog orientation before their dog(s) enter the Dog Park. The member must accompany the visiting dog on all visits. The gate code will **not** be given to the visiting person. This will assure other owners that the visiting dog is allowed in the park with the sponsoring member only. The member is to ensure that the visitor follows dog park rules and must be confident the dog has socialized with other dogs. Dog walkers and dog sitters of member dogs are to get special permission with the orientation person before coming to the park.

MAINTENANCE:

This is your park. We need you help maintaining it. We do not have maintenance workers, other than mowing. You can help. Please pick up any waste you may find. It is up to all members to maintain the dog park. Many hands make light work! Members and guests are expected to quickly collect their dog's feces, put them in sealed bags, and deposit them in the containers provided. If your dog begins digging a hole, stop your dog from digging and fill the hole with dirt. Pay particular attention along the fence line. We need your help by picking up sharp rocks, sticks, pulling weeds, filling in holes, picking up balls and returning them to the baskets provided. In addition, please volunteer when workdays are scheduled.

Children:

Children 10 years and older are welcome to visit the park with members and are expected to use proper dog park etiquette.

Q&As about Rover Run Dog Park

Q. Why are fees charged to belong to the park.?

A. The dog park is self-funded by members. All facilities – fence, landscaping, and amenities come from membership fees and donations.

Q. Why do we have Trees, Shrubs, and Grass?

A. ACC requires landscaping as part of their conditions for approval of the dog park. Our start-up costs and future costs are, grass, trees, shrubs, and maintenance of them. Replacing grass is expensive, labor-intensive, and may require closure of your park while new grass is getting started.

Q. Who owns the Dog Park?

A. The POA has leased the current location to Rover Run Dog Park. The park amenities, improvements, and maintenance are managed by us. Members are allowed to use Rover Run Dog Park subject to the specified terms and conditions in the rule and membership information packet.

Q. Why must I be in view of my Dogs?

A. Sure, a dog may take off down the park if it sees something interesting or decides to go for a drink. However, owners can control a lot of where their dog roams. A dog is likely to stay where it is having fun or by its owner. We stress the importance of dogs being in sight and under their owner's control at all times. Do not relax your vigilance!

Q. Are All Dogs Suitable for the Dog Park?

A. Since aggressive behavior is not tolerated at the dog park, it would make no sense to join if your dog is aggressive to other dogs or to people. Aggressive dogs are not permitted in the dog park.

Q. Why is it important to Change the Combination Locks?

A. The Board changes the combination to the Rover Run dog park to ensure that only members who are current on their dues and vaccinations have access. It is particularly important that only member dogs that are fully vaccinated enter the park.

(SAMPLE)
Waiver of Liability

PLEASE READ CAREFULLY--ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS WAIVER AND ADHERENCE TO THE TERMS AND CONDITIONS OF THE ROVER RUN DOG PARK MEMBER INFORMATION PACKET ARE CONDITIONS OF ACCEPTANCE, RETENTION, AND RENEWAL. MEMBERSHIP MAY BE REVOKED FOR NONCOMPLIANCE.

Rover Run Dog Park [“Rover Run”] was established for the enjoyment of dogs and their owners. I understand that safety is paramount, and I will do everything possible to contribute to a safe dog park environment. I have voluntarily applied to participate and use Rover Run with my dog(s). I understand that use of Rover Run, including fixtures, equipment, and supplies, is self-directed and not directly supervised by any individual or organization.

I understand that unleashing my dog and being physically present at Rover Run necessarily involves risks of injury to me, any individual accompanying me, other people, my dog(s), and other dog(s), including but not limited to, risks resulting from unpredictable behavior, and lack of training.

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 Rover Run and my dog(s).

Additional risks include but are not limited to dog fights; dog bites and injuries to humans and other dogs; theft or unlawful capture; dog escape over or under fences; debris that may become lodged in or on the dog’s body or insect bites.

I understand that the aforementioned risks are entirely my responsibility and I expressly assume all of these risks.

By signing this release as a condition of membership in Rover Run, I agree to indemnify and hold harmless the Rover Run, its Board, representatives, officers, members, and volunteers, and the property landlord whether it be Tellico Village Property Owners Association, its employees or representatives, from and against any claim of loss, cost, damage or injury to persons or property, expense, and liability resulting from my use of Rover Run, including death, sickness, injury, and disease to any person or dog, or destruction to property, real or personal, which may be alleged to have been caused directly or indirectly by my dog(s), myself or my guest(s) while in or upon the premises or grounds near any entrance thereto, and I personally assume all responsibility and liability for any such claims.

I further understand and agree that any and all persons using Rover Run by virtue of my membership shall be deemed to have assumed such risks and granted such release. In the event that I allow another person to use Rover Run by virtue of my membership I shall advise such person of the requirement that he agree to assume such risks and I agree to indemnify and hold harmless all aforementioned parties from and against any claim which may be asserted by any such third party using my membership.

By submitting this application, and any annual renewals, and associated required vet records, I hereby acknowledge that all the information provided is accurate and truthful to the best of my knowledge. I realize that falsification of information may result in a rejection of the application or expulsion of the dog(s) from the use of the park. I hereby give my permission to Rover Run to request and obtain vaccination information/records from my veterinarian.

I have carefully read this waiver of liability and understand and fully agree with its contents. I have received a copy of the Rover Run Dog Park Owner Information Packet and I agree by my signature below 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. I realize that non-compliance with Rover Run rules may result in revocation of privileges at any time, for any cause that the Board of Rover Run shall deem to be sufficient. I further agree to additional rules sent by the Board throughout the year as policy changes/additions.

I certify that I am 18 years of age and I am of full legal capacity to enter into a binding contract. I intend for this release to be binding upon my beneficiaries, heirs, next of kin, executor, assignees and personal representatives.