Jacqueline M. Izzo
Mayor

Jim Korpela
Director

DEPARTMENT OF PARKS, RECREATION & COMMUNITY ACTIVITIES
198 NORTH WASHINGTON STREET ◆ ROME, NEW YORK 13440-5815
TELEPHONE (315) 339-7656 ◆ FAX (315) 838-1161

2019/2020 Dog Park Application Checklist

Thank you for your interest in becoming a member (or renewing your membership) of the Bark Park, the City of Rome's Dog Park. ***Permits are vaild from April 1, 2019 through March 31, 2020.*** Please make sure you complete this application carefully and submit it, along with the required documentation and membership fee, to the City of Rome Parks Department. Incomplete applications will not be accepted. The checklist below can help guide you through the various paperwork you will need. Please do not hesitate to contact the department at the number above if you have any questions or need any additional information.

APPLCATIONS MUST include the following (INCLUDING RENEWALS):

(1) Completed permit application _____
(2) Completed & notarized wavier & release form _____
(3) Current photograph of dog(s) _____(if renewing we can use your photo on file)
(4) Copy of current dog license*Licenses must be renewed yearly (from City Clerk) ____
(5) Copy of up to date vaccination records (from your vet)____ **Shots MUST be administered by *Vet or Vet tech***
*Bordetella is REQUIRED and an additional shot you must request from you vet *yearly; this shot must be administered by a Vet or Vet Tech.*
(6) Payment of $45 for Rome Residents (pay Rome property taxes) & $60 for Non Residents (Non-refundable), payable to: City of Rome _____

Please note that it takes **3-5 business days for your application to be reviewed by the City of Rome Animal Control **(this includes renewals)** and to verify information about your dog license and vaccinations. You will be notified by the Dept. of Parks & Recreation when your application has been approved and your key to the park is ready for pickup!

2019/2020 DOG PARK APPLICATION INSTRUCTIONS!

1) Please make sure that the owner's name and address are the same as what appears on the dog's license.
***A copy of your dog's current license must be submitted with application in order to process.**

2) Please have your vaccination information handy when you fill out the application. You will need the specific dates of rabies, bordetella and DHLPPV vaccinations for your dog.
***A copy of an up to date record from your vet must be submitted with application in order to process.**

3) Attached to this application are a copy of the rules and regulations for the park. Please review these rules carefully prior to marking the appropriate box and signing the second page of this application. The rules are yours to keep. We ask your help in enforcing these rules by educating those who may not follow them or by reporting problems or issues to our department as they arise.

4) Also attached to this application is a General Release and Waiver of Liability. **This release must be completed, signed and notarized in order to process the application, including renewals.** Please read this carefully – it contains information about your liability and the terms and conditions of using the dog park.

5) When the application is complete, please return it to the Department of Parks, Recreation & Community Activities along with the proper fee. Checks must be made payable to: The City of Rome

Please complete this application and return it with payment of the applicable fee to:

City of Rome, Dept. of Parks & Recreation

Attn: Dog Park Membership Application
198 North Washington Street
Rome, New York 13440

***Fees (non-refundable)* payable by cash, check or money order made payable to: City of Rome**

Rome Resident: $45.00
Non-Resident: $60.00

Replacement key will cost $10.00
Individuals may request a second key for a membership for $10.

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OFFICE USE ONLY
A.C. review: _____
Fee paid: _____
Key issued: _____

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DOG PARK PERMIT APPLICATION

Permits MUST be renewed yearly
Please fill in each item completely and provide proof of license and vaccination records.
***No more than two (2) dogs per permit; owners of more than two dogs must file for additional permit. (Owner may bring no more than two dogs to park at any one time).**

1. Owner's name: _____

2. Address: _____

_____

_____

3. Phone Numbers: _____ (home)

_____ (work)

_____ (cell)

4. E-mail address: _____

5. Other responsible individual(s) who may accompany dog(s) to Dog Park (*must be over 18 years of age*):

_____
(Name/address/phone #)

_____
(Name/address/phone #)

ANIMAL INFORMATION

All shots MUST be administered by a Vet or Vet Technician to be a member of the City of Rome Dog Park

Dog #1:

Name: _____

Breed: _____

License No: _____

Age: _____Sex: Male Female

Dog spayed or neutered? _____

Date of most recent vaccination for:

*Rabies (required): _____

*Bordetella (required): _____
*(Kennel Cough)

*DHLPPV (required): _____

Please affix photo of Dog #1 here

Dog #2:

Name: _____

Breed: _____

License No: _____

Age: _____Sex: Male Female

Dog spayed or neutered? _____

Date of most recent vaccination for:

*Rabies (required): _____

*Bordetella (required): _____
*(Kennel Cough)

*DHLPPV (required): _____

Please affix photo of Dog #2 here

GENERAL RELEASE/WAIVER OF LIABILITY

*****Please read carefully and sign before a notary public or commissioner of deeds***

ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE RELEASE AND ADHERENCE TO THE CITY OF ROME DOG PARK RULES ARE CONDITIONS OF PERMIT APPROVAL, RETENTION AND RENEWAL. *PERMITS MAY BE REVOKED FOR NONCOMPLIANCE.*

I acknowledge receipt of a copy of the Rules and Regulations for the City of Rome Dog Park and that I have read and fully understand same.

I have received and carefully read the waiver/release of liability (attached herewith) for using the City of Rome Dog Park and understand, agree and accept its terms and conditions as indicated by my signature.

ASSUMPTION OF RISK & WAIVER/RELEASE OF LIABILITY: By signing this application, I agree to abide by all rules and regulations for the City of Rome Dog Park under penalty of law and I indemnify and hold harmless the City of Rome for all loss, damage or cost that I and/or my dog(s) may suffer as a result of the use of the dog park. Further, I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s) the City of Rome Dog Park and understand that the acts of unleashing my dog(s) or being physically present inside the City of Rome Dog Park necessarily involves risks of injury to me, other people, my dog(s) and other dogs, including but not limited to, risks resulting from aggressive or dangerous dogs, unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the actions of my dog and myself. I understand that no official, agent or employee of the City of Rome will supervise the City of Rome Dog Park at any time. I agree to carefully inspect and satisfy myself/ourselves that the facilities provided are safe for their intended use. Once having conducted the inspection I/we agree to expressly assume all risks for myself, my guardians, my children and my dog(s) participating at these premises. I further understand and agree that the City of Rome is not liable for any loss, damage, or injury of any kind sustained by any human or dog while using the City of Rome Dog Park. I therefore assume all risks associated with using the City of Rome Dog Park, as well as any fixtures or equipment. Furthermore, I, on behalf of myself, spouse, legal representatives, agents, heirs, and assigns hereby releases, waive and discharge the City of Rome, New York, its agents, officers, employees and assigns, the State of New York, its agents, officers, employees and assigns (each *hereinafter,* "Releasees"), from all liability to the Releasor, his or her spouse, legal representatives, heirs and assigns for any and all loss or damage; claims or damages (including attorney's fees) resulting from Releasor's use of the City of Rome Dog Park on account of injury to Releasor or his/her dog(s) utilizing the City of Rome Dog Park, or injury to Releasor or his/her dog(s) or property whether caused by negligence of Releasees or other persons utilizing the City of Rome Dog Park (or their respective dogs or pets). I agree to indemnify and hold harmless the Releasees from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians, caregivers and/or their dog(s) while in or upon the grounds or near any entrance thereto, and I/we further agree to hold the Releasees harmless from any claim for loss of my/our dog(s) by disappearance, theft, death or otherwise, and from any claim for damage (including attorney's fees) or injury to my/our dog(s), whether such loss disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of the Releasees or by the negligence of any other person, or any other cause or causes. I, as Releasor, expressly agree that releaser is solely liable for and agree to indemnify and save the Releasee from any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the Releasees for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including myself/ourselves or on account of damage to property, arising out of or in consequence of my/our participation in the use of the City of Rome Dog Park, howsoever such injuries, death or damage to property or persons may be caused, and whether or not the same may have been caused or may be alleged to have been caused by negligence of the aforementioned Releasees or any other persons. Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be a broad document and as encompassing as permitted by the laws of the State of New York, the County of Oneida and the City of Rome. In witness thereof, Releasor has executed this release at Rome, New York, this day and date written below.

_____ (Signature of Dog Owner)

_____ (Date)

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 20_____, personally appeared _____ known to me to be the individual described in and who executed the foregoing instrument, and that he/she acknowledged to me that he/she completely read, understood and executed same.

_____
NOTARY PUBLIC - OR - COMMISSIONER OF DEEDS

City of Rome – Dog Park Rules

THE CITY OF ROME RESERVES THE RIGHT TO CHANGE THESE RULES AT ANY TIME

- ***Gate must remain locked at ALL times.***
- No more than 15 dogs are permitted in the Dog Park at one time. Please be courteous and limit your time if other dog park members are waiting to use the facility.
- Only dogs, owners, guardians and caregivers registered on a current and approved City of Rome Dog Park Permit Application may enter and use the Dog Park. **NO CATS OR OTHER PETS ARE ALLOWED IN THE DOG PARK.**
- No more than two (2) dogs per person allowed at one time.
- Park users and dog owners assume all risk related to the use of the Dog Park. By entering this Dog Park, you agree to assume all duties and releases of liability as set forth in the waiver and release, both of which must be signed and on file with the City of Rome before entering the Dog Park.
- Dog owners/guardians/caregivers must *accept full responsibility* for themselves, their children/guests and their own dog(s) while in the park. Owners are legally responsible for any damage, injury, or illness their dog(s) may cause to itself, other dog(s), other people or yourself. Anyone who admits a non-member into the park or who provides a key for non-member(s) to access the park expressly assumes all responsibility for these individuals and their animals, including but not limited to property loss or damage, personal injury or injury to other animals. This includes doctor's fees and/or veterinarian or related fees.
- Owners/guardians/caregivers must carry a leash at all times. Dogs must be leashed before entering and exiting the Dog Park. Never carry your dog into the Dog Park. Never open more than one gate at a time. If an owner and his/her dog(s) are in the holding area, stand outside and wait for him/her to enter or exit. It is a good idea to introduce your dog to strange dogs while both are on a leash. If an unknown dog enters the park, you may wish to leash your pet until the dogs have a chance to meet.
- Dogs must wear a collar with identification at all times, be licensed and vaccinated, healthy (have no contagious conditions or diseases), and be parasite free.
- No dogs previously adjudicated to be dangerous or have previously bitten or injured a person or other animal shall be allowed to enter the Dog Park. Dogs showing aggression towards people or other animals must be immediately removed from the park by the owners/guardians/caregivers. If you feel that you or any dog with you is in danger, simply leave the park, report the situation, and come back another day.
- Owners/guardians/caregivers should not leave their dogs unattended or allow the dog(s) to go out of sight.

- **Children under age 12 are not permitted in the park.** Children ages 13-17 must be accompanied by an adult. Please remember this is a Dog Park and not a playground for children. If your children create problems for owners and their dogs, you may be asked by other participants to leave the Dog Park for safety's sake. Children should not run with the dogs or chase them while in the park.
- *Puppies under four months of age are prohibited*, as they are not yet protected from diseases.
- **Owners/guardians/caregivers must clean up after their dogs.** Waste disposal bags and trash cans are provided free.
- Owners/guardians/caregivers must stop dogs from digging and immediately fill holes.
- Dogs in heat are not allowed inside the park.
- Toys or food can be a source of confrontation between dogs. Please don't bring them if other dogs are present.
- ***No food or smoking is allowed within the fenced area of the Dog Park. Smokers must not throw cigarette butts on the grounds.***
- Do not bring glass containers into the Dog Park.
- Littering is prohibited.
- Alcohol is prohibited by the Municipal Code of the City of Rome (*Rome City Code §42-3)*.
- Professional dog trainers may not use this facility to conduct their business.
- The fenced Dog Park is for the use and enjoyment of registered dogs and their owners/guardians/caregivers. Recreational use by others is not permitted.
- Watering receptacles should be provided by owners/guardians/caregivers. Potable water provided by Dog Park.
- ***ONE (1)*** *key will be issued per each successful household permit application.* The fee for a replacement key is $10.00. Keys must be returned to the City of Rome once there is no longer a current and valid Dog Park Permit, or upon request by the City of Rome. Permit holders may not share keys with others and the making of duplicate keys is strictly prohibited and may result in revocation of permit.
- Report any problems with the Dog Park facilities 8:30 a.m.-4:30 p.m. on Monday through Friday to: Department of Parks, Recreation & Community Activities, 198 North Washington Street, Rome, New York 13440, (315) 339-7656. For emergencies call Rome Police Department at (315) 339-7780 or call 911.

VIOLATORS OF THE DOG PARK RULES ARE SUBJECT TO REMOVAL FROM THE PARK, SUSPENSION OR REVOCATION OF THE DOG PARK PERMIT AND POSSIBLE PROSECUTION **PURSUANT TO APPROPRIATE PROVISIONS OF THE ROME CITY CODE OF ORDINANCES OR LAWS OF NEW YORK STATE.**