

## COVE DOG PARK USAGE AGREEMENT

USER NAME(S): \_\_\_\_\_

LOCAL ADDRESS: \_\_\_\_\_

OUT OF TOWN ADDRESS: \_\_\_\_\_

TELEPHONE (Landline and CELL): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NAME/BREED/WEIGHT OF DOG(S) \_\_\_\_\_

\_\_\_\_\_

Are all vaccinations and immunizations up to date? Yes \_\_\_

Date of Rabies Vaccination: \_\_\_\_\_

Name, address and telephone no. of veterinarian \_\_\_\_\_

\_\_\_\_\_

### USAGE

I hereby agree to pay to the Park the usage deposit and annual dues for the right to use the Cove Dog Park. The amount of the dues is subject to change from time to time. In the event that any amounts owed to the Cove Dog Park Committee are not paid on a timely basis, I understand that any usage privileges and use of the Dog Park will be suspended until such time as all dues have been paid.

### ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS

I acknowledge that the right to use the Cove Dog Park permits the user to use the Dog Park in accordance with the Rules and Regulations as set forth in this Usage Agreement. This right does not give a user any other rights, and this right to use the Dog Park may be terminated without cause at any time by the Cove Dog Park Committee or by the Cummings Cove Community Association, Inc. At the time of any such termination, the user will be entitled to a pro-rata return of any dues that have been paid. I understand that I will not obtain any equity or ownership or any other property interest in the Park or the facilities. A user only acquires a

revocable license to use the Dog Park in accordance with the terms and conditions of this Agreement.

### **INDEMNITY PROVISIONS**

I hereby acknowledge that the use of the Cove Dog Park and any privilege or service incident to the use is undertaken with the knowledge of risk and possible injury. I hereby accept any and all risk of injury to myself, my guests, my family and my pets sustained while using the Cove Dog Park, or while involved in any event or activity incident to such use, and I agree to indemnify and hold harmless Cummings Cove Company, LLC and its affiliates, any managing entity of the Cove Dog Park, the Cove Dog Park Committee and Cummings Cove Community Association, Inc., their affiliates, successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Advisory Board of Governors or other committees from any and all claims arising out of or related to my use and my pets' use of the Dog Park.

### **RULES AND REGULATIONS**

1. Hours - Dog Park Hours will be determined by the Cove Dog Park Committee.
2. Only users who have timely paid their dog park dues will be allowed to use the dog park.
3. Users must clean up after their dogs and bring bagged waste with them when they leave. Do not deposit bagged waste in the box marked "Empty Bags."
4. Dogs must wear a quick-release collar with identification, vaccination and rabies tags attached. Choke chains, prong or spike collars are prohibited.
5. Owners must be within visual sight and voice controls of their dogs at all times.
6. Owners must carry a leash with them at all times in case there is a need to gain control of their dog.
7. Dogs in heat are prohibited.
8. Spayed/Neutered animals are recommended.
9. Owners must leash their dogs when entering and exiting the staging area.
10. Children under 13 years of age must be accompanied by an adult.
11. Aggressive dogs will be prohibited from utilizing the dog park.
12. Dogs exhibiting any of the following types of behavior will be required to exit the dog park immediately. A propensity for dominant or aggressive behavior as indicated by any of the following types of conduct will result in suspension from the Dog Park:
  - a. Unprovoked barking, growling or snarling at people approaching the dog.
  - b. Biting or scratching people..
  - c. Escaping confinement or restriction to chase people.
13. Rawhides, food and glass bottles are not permitted in the Dog Park.
14. Smoking is prohibited In the Dog Park.
15. PLEASE RETURN ALL PLAY TOYS TO BIN PROVIDED.

ALL ISSUES AND CONCERNS SHOULD BE DIRECTED TO THE COVE DOG PARK COMMITTEE BY CONTACTING CARLYN ELLIOTT AT 828-891-6483 OR [CARLYNELLIOTT@ICLOUD.COM](mailto:CARLYNELLIOTT@ICLOUD.COM).

Dated: \_\_\_\_\_  
Applicant Signature

Dated: \_\_\_\_\_  
Applicant Signature

Accepted by DOG PARK COMMITTEE BY: \_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_

2/22/22