



## WOODSON ROAD DOG PARK

### **General Information**

The City of Overland Woodson Road Dog Park is a fenced area located off of Woodson Road and is south of Page Avenue where dogs may run and play without a leash. The dog park is divided into the following three (3) sections:

1. Dogs weighting less than 30lbs
2. Dogs weighing more than 30lbs
3. Maintenance Section

Signs will be posted on gate entrances marking which areas are open to use.

The Dog Park is open to Overland residents as well as non-residents who are registered members of the Dog Park. Use of a dog play area shall be subject to rules and regulations established by the City Council to promote the health, safety and welfare of the dog park area users and the general public.

### **Annual Membership Fee Schedule** (These memberships are good for one year)

- Resident annual fee for first dog = \$25
- Resident annual fee for **up to two additional dogs** = \$10 each dog
- Resident Replacement Dog Tag = \$5 each
- Non-resident annual fee for first dog= \$35
- Non-resident annual fee for **up to two additional dogs** = \$10 each dog

***Please Note:** The City Council reserves the right to limit the number of non-resident dog licenses issued in order to promote the health, safety and welfare of dog play area users and the general public.*

### **Registration**

Annual memberships may be purchased at The Overland City Hall during normal business hours. Memberships are good for one year – expiring on May 31<sup>st</sup> annually. Memberships will **not** be pro-rated. Membership fees may be paid by cash, check, MasterCard or Visa. Please be prepared to provide the following when registering:

- Completion of the Member Registration Form as well as the release of Liability Form
- Proof of Dog Owner's Residency (i.e. Driver's License, State ID, Unpaid Utility Bill, etc)
- Current spay/neuter documentation for all dogs to be registered

- Current Rabies vaccination documentation for all dogs to be registered
- Current Bordetella vaccination documentation for all dogs to be registered
- Current DHPP (Distemper, Hepatitis, Parvo, and Parainfluenza) vaccination documentation for all dogs to be registered.
- Residents Only: Current Annual Dog License is required by Section 215.150 of the Overland Municipal Code.
- Payment for use of the dog park must be made at time of registration

When renewing memberships for the City of Overland Dog Park members will need to complete the membership registration form and signed Release of Liability Form annually and also provide update vaccination documentation.

### **Woodson Road Dog Park Rules**

In addition to the provisions noted in Section 215.240 of the Overland Municipal Code, the following rules shall also apply to the use of the City of Overland Dog Park:

1. Only dogs with up to date immunizations that are spayed/neutered and are licensed by the City to use the dog park shall be permitted therein.
2. Dogs must wear a current City of Overland Dog Park tag, current rabies vaccination tags, and a current annual dog license tag. Fee for replacement dog park tags is \$5.00.
3. All dogs must be leashed until safely inside the Dog Park and returned to a leash prior to exiting.
4. Gates must be closed except when entering or exiting the off-leash area.
5. Dog owner must remain within the fenced area while their dogs are using the dog park and must be in view of their dogs and have voice control at all times. Excessive barking or uncontrollable dogs must be removed immediately.
6. No children under the age of 12 are allowed inside the off-leash dog park areas. Older children must be under adult supervision and must not be permitted to run, shout, scream, or otherwise excite or antagonize dogs in the off-leash are. Dog handlers/owners must be at least 16 years of age.
7. Owner must stop dogs from digging and must fill any holes caused by their dogs immediately.
8. Owner must dispose of dog feces (and/or dog waste) properly in the designated on site containers.

9. Owners are legally liable for any injury and/or damage caused by their dog and is legally fully responsible for their dog's acts and conduct of their animal at all times when inside a city park.
10. Pinch, spike and choke collars must be removed prior to entering the fenced off-leash area.
11. The Dog Park may occasionally be closed for Overland Police Department training or park maintenance.
12. No climbing on or over the fence.
13. Hours of Operation are a half-hour (30 minutes) prior to sunrise to a half hour (30 minutes) past sunset; except between the months of November thru February the Dog Park Facility will remain open until 7:30 pm, unless otherwise posted.
14. No one may conduct any kind of commercial or professional business in the dog park without approval from the Parks and Recreation Director.
15. Use of the off-leash area by any dog constitutes implied consent of the dog's owner to all of the conditions stated in this section and constitutes a waiver of liability to the City of Overland with an agreement and undertaking to protect, indemnify, defend and hold the City of Overland harmless from any claims, suits, or other actions caused by the conduct of a dog owner or their dog.

#### **16. COVID-19 Pandemic Regulations**

The following information is based on guidelines issued by the St Louis County Department of Public Health and is intended to ensure the health and safety of our members and City Staff. The City will continue to monitor the on-going pandemic through the appropriate agencies and will base any future decisions on the guidelines available at that time.

- Effective 6/17/2020: In an effort to prevent the spread of COVID-19, users are encouraged to wear masks unless it negatively impacts your overall health.
- Wash and/or sanitize your hands frequently as the Dog Park Equipment and Facilities are not sanitized.
- Use tissues when you cough or sneeze and dispose of them immediately.
- Do not touch surfaces and then your mouth, eyes, or nose.
- Practice social distancing by not shaking hands, hugging, etc.
- Stay home if you become ill and prevent the spread of the illness.
- Not more than ten (10) dogs in a single off-leash area and not more than twenty (20) members will be allowed to use the dog park at any one-time.

**17. The following are not allowed in the fenced area of the dog park**

- No puppies under 6 months and no female dogs in heat allowed, as they are allowed to be spayed or neutered.
- No Aggressive dogs or dangerous dogs as define in ordinance 215.280. Specifically (but not limited to), any dog that has bitten another animal or person and/or any dog which has been declared dangerous in any other jurisdiction will not be allowed in the Dog Park.
- Dogs that are ill or injured, including those dogs known to carry any disease or parasite transmittable to other dogs or humans.
- No Animals other than dogs
- Food, smoking, tobacco, alcoholic beverages, rawhide, or glass containers are not permitted within the fenced areas, this includes dog treats.
- Bicycles, skateboards, roller skates or blades, or any motorized vehicles; except wheelchairs.
- Personal dog cooling pools not purchased and/or authorized by the City of Overland.

**All Dog owners who fail to comply with above rule may be asked to leave the dog park and may have their use of the facility revoked. There will be no proration or refund for those who are suspended and/have their membership revoked from the Dog Park.**



# City of Overland Dog Park Application

## 2022-2023 Season

Dog's Name	Age	Breed	Spayed/ Neutered Date	Rabies - Expiration Date	Bordetella - Expiration Date	DHPP – Expiration Date	Tag Number (office use only)

I have signed the attached Acceptance of Risk and Release of Liability Form. \_\_\_\_\_(initials)

Owner's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Street

City

Zip

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

For notifications about the Dog Park, how would you like us to contact you? (*Please circle one*)    **MAIL**    **PHONE**    **EMAIL**

Fees (Please circle fee that applies)

	Annual Fee	Additional Dogs (up to 2 max)	TOTAL
Residents			\$
Non- Residents			\$

OFFICE USE ONLY	
Verification of Residency:	<input type="checkbox"/> Driver's License <input type="checkbox"/> Occupancy Permit
Payment:	Cash    Check# _____    Debit    Credit    Other: _____
Receipt#	_____    Today's Date: _____
Proof of residency, spay/neuter, rabies vaccination Bordetella vaccination, and	
DHPP vaccination verified by staff _____ (Staff Initials)	



# City of Overland Woodson Road Dog Park Risk and Release of Liability Waiver

Acceptance of the terms and conditions of this release and adherence to Dog Park rules are conditions of membership approval, retention, and renewal for the City of Overland Woodson Road Dog Park, hereinafter referred to as the dog park. The

City of Overland hereinafter referred to as the City, may revoke membership at any time for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), the dog park area operated by the City. I understand that (1) unleashing my dog and being physically present at a dog park area involves risks of injury to me, any individual accompanying me or my dog(s), other people, my dog(s), and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training; and (2) that despite the efforts of the City to ensure owners have complied, there is a risk that not all dogs present in the dog park are licensed and vaccinated, which could result in injury to human or dog; and (3) the City does not guarantee that dogs in the park are safe or healthy; and (4) additional risks include, but are not limited to escape over and under fences, dog fights, dog bites, theft, disappearance or unlawful capture of dogs, being knocked-down, chased or tripped by a dog, vegetation or standing water that may be unhealthy if consumed, and (5) use of the dog park is self-directed and not directly supervised by an agent of the City, and (6) violation of these terms, conditions, rules and regulations may result in suspension or revocation of membership and/or dog park privileges.

I further acknowledge that I (1) have carefully read this release of liability and understand it fully; and (2) agree with, and accept its terms and conditions; and (3) have received a copy of the rules for dog park usage and agree to abide by these rules and to inform others I bring into the dog park, including supervised children age 12 or older, and anyone who brings my dog into the dog park, including children 16 and older, of these rules and will ensure their compliance with the rules; and (4) agree to immediately report any unsafe property conditions to the City and (5) am not aware of any instance in which the dog I am requesting an annual membership for has shown aggressive fighting or biting behavior towards other animals and/or people and has not been classified as a "dangerous" and/or "aggressive" dog per City of Overland ordinances 215.280.

I assume all risks associated with using the dog park, including its fixtures and equipment, in an unsupervised manner, including the risk of injury to me, any individual (including supervised children age 12 or older) accompanying me and/or accompanying my dog(s), or to my dog(s).

In consideration of the City permitting me to use the dog park, I hereby fully and forever release and discharge the City and its elected officials, officers, employees, volunteers, and agents from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of use or intended use of said dog park and off-leash area premises by me, any spouse or children of mine, my dog(s) or anyone accompanying me or my dog(s) pursuant to my membership. I fully and forever release and discharge the City and its elected officials, officers, employees, volunteers and agents from any and all negligent acts and omissions in the same, and intend to be legally bound by this release. I hereby assume sole responsibility for and agree to indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, and agents (the Indemnified Persons) from and against any and all claims (including for bodily injury, death or other damage) and demands, litigation, judgments, settlements, costs, and expenses (including reasonable cost of investigation, court costs and reasonable legal fees, expert fees, and other expenses), naming or in any way involving any Indemnified Person, to the extent it results or arises from use of the dog park by me or any person or dog under my supervision or present in the park pursuant to my membership, or any breach of this release or dog park rules by me or any such person or dog. If any circumstance shall arise in which any Indemnified Person is entitled to indemnity or defense pursuant to this release, I agree that upon written notice thereof I shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

I have carefully read this release of liability and understand and fully agree with its contents. I agree to obey and enforce all rules of the dog park.

**Signature of Dog Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Dog Owner's Name (Print Only) :** \_\_\_\_\_

First Name

Last Name