



DOG PARK PERMIT APPLICATION

- Check one: New application Renewal
 6 Month Fee: \$40 - One Dog \$50 - Two Dogs
 Annual Fee: \$80 - One Dog \$100 - Two Dogs
 Gate Access: Key Fob Smartphone App

Owner Information:

	Owner	Co-Owner (if applicable)
Name	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Email	_____	_____
Phone	_____	_____
Age	_____	_____

Dog Information:

	Dog 1	Dog 2
Dog's name	_____	_____
Breed	_____	_____
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
Color	_____	_____
Age	_____	_____
Weight	_____	_____

Have any of the above dogs been:

Declared dangerous: Yes No If yes, which dog: _____

Bit a person: Yes No If yes, please explain circumstance: _____

Bit another dog: Yes No If yes, please explain circumstance: _____

Additional individuals authorized to bring dogs to Dog Park:

Name	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Email	_____	_____
Phone	_____	_____
Age	_____	_____

Applicant Name: _____

Applicant Signature: _____ Date: _____

Dog Park Permit Conditions:

The Dog Park is operated by the Brown Foundation Riverfront Esplanade, Inc. (Foundation). No person has a right to use or enter the Dog Park. Use of the Dog Park is restricted to those who submitted an application and are issued a permit by the Foundation. The use of the Dog Park is a privilege to be granted and revoked by the Foundation pursuant to the rules hereinafter set forth.

1) The requirements for a permit shall be as follows:

- a) An application shall be submitted to the Foundation. A copy of the application is attached hereto.
- b) The annual permit fee shall be \$80 for the first dog and an additional \$20 if the applicant registers a second dog. The maximum number of dogs that can be registered per permit is two and no individual shall receive more than one permit.
- c) The applicant shall submit a proof of vaccination and the dog being spayed/neutered on the form included with the application.
- d) The applicant shall execute a release included as part of the application.

2) A permit shall be denied if:

- a) The dog has been declared a Dangerous Dog pursuant to Florida law or a similar law of another state. Declared Dangerous Dogs are strictly prohibited from the Dog Park.

3) Permits can be denied:

- a) If the application is incomplete.
- b) If the applicant previously had a permit denied or revoked.

- c) If the applicant or the dog being registered has previously violated rules of the Dog Park or Esplanade.
 - d) On such other grounds as the Foundation deems appropriate to protect the other permittees or dogs using the Dog Park.
- 4) Permits shall be valid for one year and must be renewed annually by payment of the permit fee. A new application is not required but proof of current vaccinations and license must be on file with the Foundation at all times. Permittees are required to update the information on the application when there are changes, such as new dogs or change of address.
- 5) The Foundation has the authority to revoke a permit for violation of the Dog Park Rules or the Esplanade Rules. A permit can also be revoked based on criminal charges or convictions against the person issued the permit. The Foundation shall provide notice to the permittee of proposed revocation and allow the permittee to provide a response as to why the permit should not be revoked. The Foundation shall consider the response of the permittee and make a final determination. The permittee shall be provided notice of the Foundation's final determination. A person whose permit is revoked cannot apply for a new permit nor can the dog listed in a revoked permit be included in a new permit for at least one year after revocation.

Dog Park Rules:

- 1) Dog Owners are responsible for:
- a) Injuries or damage caused by their dogs.
 - b) Cleaning up after their dogs.
 - c) Filling in holes dug by their dogs.
 - d) Having all current licenses from the appropriate local government on the dogs at all times.
 - e) Filing current, required vaccinations with the Foundation.
 - f) Leashing the dog before leaving the Dog Park and at all times outside the Dog Park. Dogs must be off leash at all times while in the Dog Park. Dog owner or handler must be in the Dog Park and within view and voice contact of their dog(s) at all times. Unattended dogs will be removed by animal control authorities.
 - g) Supervising children.
 - h) Ensuring that all dogs always have a collar and ID tag.
 - i) Ensuring that their dog is in the proper Dog Park. The Dog Park is divided into two Parks, a small Dog Park and large Dog Park. A small dog is defined as a dog up to 30 pounds and a large dog is a dog in excess of 30 pounds. Small dogs shall only be in the small Dog Park and large dogs shall only be the large Dog Park.
 - k) The maximum capacity for the Dog Park shall be 25 dogs in the large Dog Park and 25 dogs in the small Dog Park.

2) The Brown Riverfront Esplanade Rules shall be applicable within the Dog Park, except that dog owners may throw toys to their dogs, including balls, and permit holder can bring a dog trainer into the Dog Park to train their dog(s). In addition to the Brown Riverfront Esplanade Rules, the following is not permitted in the Dog Park:

- a) Aggressive dogs. An aggressive dog shall be a dog that is playing too rough, displaying excessive dominant behavior (i.e., humping, pinning dogs down, etc.) or intimidating other dogs, viciously or excessively barking at people or other dogs, chasing people or other dogs or such other conduct that is threatening to people or other dogs. This determination is made at the sole discretion of the Foundation representative. In the event a dog engages in conduct that could qualify the dog as a Dangerous Dog under Florida Law, the Foundation representative shall contact Daytona Police Department or Animal Control.
- b) No more than 2 dogs per permit holder.
- c) Food of any type.
- d) Glass containers.
- e) Children under the height of 48 inches.
- f) Any dog that is not spayed or neutered.
- g) Any dog showing signs of sickness such as throwing up, diarrhea, skin infections, etc. This determination is made exclusively by the Foundation representative.
- h) Any dog under the age of 6 months.

I hereby understand the conditions and rules stated in this application.

Applicant Name: _____

Applicant Signature: _____ Date: _____

To complete the application process, please submit the following:

- ___ Signed and completed application form
- ___ Signed Waiver and Release of Liability form
- ___ Shot Record/Spay or Neuter Record

Email application and all required information to: office@riverfrontesplanade.com

Have questions?

Call the Foundation at 386.882.2731 or email us at office@riverfrontesplanade.com

For Office Use Only	Rabies _____	Bordetella _____
Fob # _____	Distemper _____	Spay / Neuter _____
Date approved _____	Parvovirus _____	Weight _____

Dog Park Waiver & Release Of Liability

I hereby acknowledge that I voluntarily have applied for a permit to use, with my dog(s), the Brown Riverfront Esplanade Dog Park (Dog Park). The Dog Park is operated by the BROWN RIVERFRONT ESPLANADE FOUNDATION, INC. (FOUNDATION) pursuant to a lease agreement with the property owner, the CITY OF DAYTONA BEACH (DAYTONA BEACH).

I understand that the act of unleashing my dog(s) and being physically present inside the Dog Park necessarily involves risk of injuries to myself, other people, my dog(s), and other dogs, and I expressly assume all these risks.

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 myself, any individual accompanying me in the Dog Park, and to my dog(s). I understand the risk that may result from fierce, aggressive, vicious and dangerous dogs, which may be present in the Dog Park.

I further understand and assume the risk that:

- a. Although proof of certain vaccines are required to obtain a permit allowing access to the Dog Park, dog owners are required to keep the vaccines current throughout the year. Also, the FOUNDATION does not confirm the accuracy of the proof of vaccinations submitted. Therefore, some dogs using the Dog Park may not have current vaccines for rabies, distemper, Parvo, or Bordetella, all of which could result in injuries to humans and other dogs. The FOUNDATION does not inspect the dogs nor provide any assurances as to the health of any dogs using the Dog Park. Furthermore the FOUNDATION does not independently verify whether a dog has been declared a dangerous dog by any jurisdiction.
- b. Dogs may escape over or under fences.
- c. Water sources other than the water provided in the Dog Park may be hazardous to dogs.
- d. Park vegetation may have burrs or seeds that could become tangled in the dog's coat or lodge in a dog's feet, ears, nose, or eyes.
- e. Snakes, mosquitos, ticks, chiggers, fleas, or other insects and animals may be present in the Dog Park.

Any or all of the above risks may injure or infect my dog(s). I understand and expressly assume all additional risks.

It is my understanding that no agent or employee of the FOUNDATION will supervise the Dog Park at any time. I further understand that the FOUNDATION does not assume liability for loss or damage for any kind of injury sustained by any human or dog while using the Dog Park. I, therefore, expressly assume all risks associated with using the Dog Park, as well as fixtures and equipment located therein, in an unsupervised manner.

By signing this Waiver and Release of Liability, I hereby fully and forever release and discharge the FOUNDATION and DAYTONA BEACH and their employees and agents from any and all claims, demands, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of said Dog Park, including claims, demands, rights of action or causes, including but not limited to the right to seek damages for the negligent conduct of the employees and agents of the FOUNDATION and DAYTONA BEACH. I fully and forever release and discharge the FOUNDATION and DAYTONA BEACH and their employees from any and all negligent acts and omissions, including their own negligent acts and omissions, and intend to be legally bound by this Waiver and Release of Liability.

Furthermore, I indemnify the FOUNDATION and DAYTONA BEACH and their employees and agents, from any and all claims for personal injury or property damage, including negligent acts or omissions by the employees and agents of the FOUNDATION and DAYTONA BEACH, by any person entering the Dog Park under my permit.

I HAVE READ THE WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND AND AGREE WITH ITS CONTENT. I HAVE ALSO REVIEWED THE RULES AND REGULATIONS AND AGREE TO COMPLY WITH THEM.

Witnesses

Print: _____

Print: _____

Owner

Date: _____



249 N. Beach Street,
Daytona Beach, FL 32114
386.882.2731
office@riverfrontesplanade.com

Vaccination Sheet

Dog 1 Name _____

Dog 2 Name _____

Services **Date Good Until**

Rabies _____

DHP-PV Adult _____

Bordetella K-9 _____

Spay / Neuter _____

Weight _____

License /
Registration Tag _____

Services **Date Good Until**

Rabies _____

DHP-PV Adult _____

Bordetella K-9 _____

Spay / Neuter _____

Weight _____

License /
Registration Tag _____

Owner _____

Address _____

City, State, Zip _____

Name of Veterinary Hospital

Veterinarian's Signature

Date

***Note: You may attach your dog's shot records from your veterinarian's office in lieu of completing this page.
The shot records must be up to date.**