



N: John Messenger
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Lebanon Parks Department
130 E. Ulen Drive
Lebanon, IN 46052

Welcome to the Lebanon Dog Park

Welcome and thank you for becoming a member of the Lebanon Dog Park (“Dog Park”)!

To ensure a clean, friendly, and enjoyable Dog Park you are required to clean up after your dog. Waste receptacles and bags are available at the Dog Park. This park is here for you and your pet, please help keep it clean.

When you arrive at the Dog Park, please select the proper play area for your dog based on their size and weight. Dogs over 35 pounds should never use the small dog area. Remember, for their safety, puppies under the age of six months are not allowed in the Dog Park.

Congregation near the gated entrance of the Dog Park is not permitted. Congestion in this area causes confusion for pets and owners. Please ensure that when you enter the Dog Park that the gate is securely fastened behind you; this is for the safety of all dogs using the Dog Park.

Upon registration, you will be given a key fob that you will use to enter the Dog Park. Do not allow others to enter the Dog Park without a key fob. The key fob assists in ensuring that all dogs are registered and are current with their vaccinations. Allowing dogs that have not received vaccinations into the Dog Park could pose a risk to other dogs and humans. If your dog’s vaccination records expire during the year, it is your responsibility to forward updated records to the City of Lebanon Parks and Recreation Department. You can submit the records via email, mail, or in person. Failure to submit updated records will result in your key fob being deactivated on the expired vaccination date.

Loss or damage to the key fob: If you lose or damage your key fob, you will be charged a \$10 replacement fee.

Key fob problems: If your key fob does not work, please report the issue to the Lebanon Parks and Recreation Department.

You must register each calendar year to continue to be a member of the Dog Park, along with having updated vaccination records.

There will be regular maintenance of grass and landscaping completed by the City of Lebanon at the Dog Park. During those time the Dog Park will be closed.

Thank you for your support of the City of Lebanon Dog Park. We hope you and your pet enjoy the amenities provided!

Sincerely,

John Messenger
Lebanon Parks Director



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Lebanon Dog Park Rules and Etiquette

- All dogs must be licensed members of the Dog Park and be current on all required vaccinations.
- Pick up your dog's waste and dispose of it in the receptacles provided.
- The Dog Park opens at sunrise and closes at sunset daily.
- Handlers must remain in the fenced area with their dogs. Owners must be in view of their dogs and have voice control at all times.
- Dogs greater than 35 pounds must use the large dog area.
- Discourage digging. If your dog digs a hole, fill it in.
- No more than three dogs per handler permitted at one time.
- Aggressive dogs are not permitted. Dogs must be leashed and removed at the first sign of aggression.
- Owners must have a leash in hand at all times.
- Dog handlers must be at least 16 years of age. Keep small children under strict supervision while in the off-leash area. Spectators should remain outside the fenced area.
- No dogs in heat. Closely monitor un-neutered males.
- Please do not bring sick dogs or puppies under the age of 4 months to the Dog Park.
- Leash dog while walking to and from off-leash areas.
- No food or treats are allowed inside the park.
- All Lebanon Parks are smoke-free.

If there is an incident, exchange contact information and leave the Dog Park. You are fully responsible for any injury or damage caused by your dog. Report all incidents to the Lebanon Parks and Recreation Department (765) 482-8860.

In case of an emergency or injury, please call 911 immediately

In addition to the above rules, please note the following:

- Dogs can be unpredictable and energetic. Often dogs do not respond well to people running and yelling.
- All visitors should always ask the handler before petting a strange dog.
- Entering and exiting a dog park can be stressful and exciting for even the most well-trained dogs. Please allow others space to enter and exit before you do. Be sure to securely close all gates behind you.
- After entering the Dog Park let your dog off-leash. Leashed dogs can feel threatened when they are around unleashed dogs. If you are uncomfortable with letting your dog off leash, do not visit the Dog Park.



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- Supervise your dog at all times. When a new dog enters the Dog Park, be aware where your dog is. Don't allow dogs to congregate around the entrance. Owners must keep a leash in hand at all times.
- If your dog starts to mount, you must: immediately discourage this activity to avoid any aggression problems from other dogs, or leave the Dog Park.
- Dog fights are rare, but if one does occur, the best method to break it is to grab both dog's hind legs and direct them in opposite directions. Block any eye contact that dogs make with each other. Dogs that remain unruly or aggressive must be immediately removed from the Dog Park.
- If your dog injures another dog or owner, be sure to exchange your name and phone number with the injured party. You are legally and financially responsible for your dog's actions and any harm or damages it causes. *See Dog Incident Policy.*
- Pick up your dog's droppings. You must carry bags with you; extra bags and waste receptacles are also available to Dog Park participants.
- Be respectful of other dogs and their owners. Do not allow your dog to be a nuisance to other dogs, their owners, and park neighbors.
- Dog agility equipment is for use by dogs only - not for use by owners, handlers, or spectators.

Dog Incident Policy

Our rules and etiquette are designed to minimize the chance for a dog incident. However, should an incident occur, here is our policy and recommended action to be taken by dog owners.

- Separate and leash involved dogs.
- Inspect dogs for any injury.
- Exchange names and phone numbers.
- Obtain names and phone numbers of any witnesses.

The Lebanon Parks and Recreation Department has the express right to release the names and phone numbers of the parties involved.¹ You are legally and financially responsible for the action of your dog(s).

Immunization Requirements and Fee Schedule

¹ Further, the Lebanon Parks Department has the express right to release any reports or other records created, received, retained, maintained, or otherwise in the possession or custody of the City of Lebanon which relate to the Dog Park, pursuant to Indiana's Access to Public Records Act.



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The Lebanon Parks Department strives to offer a quality experience for all Dog Park members. Fees collected in association with the Dog Park are used to maintain and improve the Dog Park.

Participant users are required to hold a valid Lebanon Dog Permit. Dog Permits are issued at the Lebanon Parks Department office at no charge. Members must purchase a Dog Park membership each calendar year at the **Lebanon Parks and Recreation Department, 130 E Ulen Dr, Lebanon, Indiana 46052.**

Proof of current vaccinations is required. **Rabies, Leptospirosis, DHPP (Distemper, Hepatitis, Parainfluenza, Parvovirus, and Bordetella).** Proof of current vaccinations must be completed by veterinarian or animal clinic.

Annual Membership (Lebanon Residents): \$40 1st Dog; \$15 each additional dog

Annual Non-resident membership: \$60 1st Dog; \$15 each additional dog

Replacement Key Fob: \$10

Fee schedule is subject to change without notice at the discretion of the Lebanon Parks Board.



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Lebanon Dog Park Sign Off on Rules, Etiquette, Incident Policy and Immunization Requirements

_____ I have read and fully understand the rules and regulations for the Dog Park.

_____ I agree to provide updated immunization records if and when my dog's vaccinations expire. I understand that if I do not do this, my dog will be deactivated and will not be re-activated until I submit updated records.

Print Dog Owner's Name: _____

Signature: _____ Date: _____

The City of Lebanon reserves the right to suspend or revoke park privileges to any member who fails to follow park rules, regulations, and etiquette, or where the City of Lebanon has determined a member dog, or its owner is dangerous to others or is in violation of any applicable animal ordinances or regulations.



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RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

The individual named below (referred to as "I" or "me" or "my") desires to become a member of the Dog Park, and desires to frequent, visit, and participate in activities at the Dog Park (collectively, the "Activity") provided by the City of Lebanon, Indiana (the "City"). As lawful consideration for being permitted by the City to participate in the Activity, I agree to all the terms and conditions set forth in this agreement ("Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A DANGEROUS ONE, AND INVOLVES THE RISK OF PROPERTY DAMAGE AND/OR SERIOUS INJURY AND/OR DEATH TO MYSELF, MY DOG(S), MY GUESTS, AND OTHERS. I ACKNOWLEDGE THAT ANY INJURIES THAT I OR MY DOG(S) OR MY GUESTS OR OTHERS SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE CITY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE TO MYSELF, MY DOG(S), MY GUESTS, OR OTHERS, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the City, its Parks and Recreation Department, its officers, directors, board members, employees, agents, consultants, affiliates, volunteers, foundations, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to my and my dog's participation in the Activities, whether arising out of the negligence of the City or any Releasees, through negligence or other alleged fault of other dogs or their owners, or otherwise. I covenant not to make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims.



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I shall defend, indemnify, and hold harmless the City and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities, including but not limited to, damages alleged as a result of injury or death to a dog and/or its owner, damage to City of Lebanon property, or damage to other property, caused by me or my dog.

This Agreement constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the City and me and each's respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Boone County, Indiana, and I hereby consent to the exclusive jurisdiction of such courts.



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BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY.

Signed:

Printed Name:

Address:

Date:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:



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Address:

Date:

Witnessed:

Printed Name of Witness:

Address:

Date:
