

# APPLICATION

11290 Lay Road, Edinboro, PA, 16412 🐾 Telephone: 814-734-1161 🐾 Fax: 814-734-1664  
 www.howlabalooodogpark.com 🐾 Email: info@howlabalooodogpark.com



**\* CURRENT LICENSE, VACCINATIONS, BORDETELLA, AND NEGATIVE FECAL REQUIRED FOR ALL DOGS \***

**OWNER/VISITOR INFORMATION (APPLICANT MUST BE 18 YEARS OLD) PLEASE PRINT DATE \_\_\_\_/\_\_\_\_/\_\_\_\_**

Dog Owner/Visitor Name:		Dog Co-Owner/Visitor Name:	
Address:	City:	State:	Zip Code:
Home Phone:	Cell Phone:	Email:	
How did you hear about Howlabaloo Dog Park?		Preferred Contact: <input type="checkbox"/> Email <input type="checkbox"/> Us Mail	

**DOG #**

Name:	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Spayed <input type="checkbox"/> Male <input type="checkbox"/> Neutered	Age:	Weight:
Breed:	Color/Markings:	License: <input type="checkbox"/> Current <input type="checkbox"/> Lifetime	County:
Did you adopt this dog from a rescue group or shelter? <input type="checkbox"/> Yes <input type="checkbox"/> No	Organization Name:	Adoption Date:	

**BEHAVIOR PROFILE HAS THIS DOG EVER: (OFFICE USE ONLY)**

been in <b>OFF-LEASH</b> social situations with unknowns dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No shown aggressive tendencies toward people or other dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No bitten a person or another dog? <input type="checkbox"/> Yes <input type="checkbox"/> No has been bitten by another dog? <input type="checkbox"/> Yes <input type="checkbox"/> No caused any person or another dog to seek medical attention? <input type="checkbox"/> Yes <input type="checkbox"/> No charged at fence, strangers, children or other dogs? <input type="checkbox"/> Yes <input type="checkbox"/> No	Rabies Exp: DHPP Exp: Lepto Exp: Bordetella Exp: - Fecal Exp:
Notes:	Lyme Exp: Other: Waiver: <input type="checkbox"/> Yes <input type="checkbox"/> No Notes:

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Notes:	Lyme Exp: Other: Waiver: <input type="checkbox"/> Yes <input type="checkbox"/> No Notes:

**VETERINARY CONTACT**

Veterinarian:	Phone:	Fax:
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**(OFFICE USE ONLY)**

<input type="checkbox"/> Day Visit	<input type="checkbox"/> Monthly	<input type="checkbox"/> Weekend Annual	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	Member #:
Membership Begin Date:			Membership Expiration Date:		

**SIGNATURES**






























By signing below, I agree that the statements and information that I have provided for myself and my dogs, owned by me and in my household are true. I further agree that in the event any information above changes, it is solely and exclusively my responsibility to immediately provide this information in writing to Jackson's Howlabaloo Dog Park, LLC.

Owner/Visitor Name (please print)	Owner/Visitor Signature	Date
Co-Owner/Visitor Name (please print)	Co-Owner/Visitor Signature	Date
Member Name (please print)	Member Signature	Date

**Park users and dog owners are legally liable and responsible for any damage, disease, and/or injury inflicted by you and/or your dog.**

# JACKSON'S HOWLABALOO DOG PARK, LLC ~ Dog Park Rules and User Responsibilities

## Read, Understand, Abide

-  Park users and dog owners must sign in and sign out at the service center each visit.
-  All dogs must be 4 months of age and have completed their vaccination regimen.
-  All dogs must have proof of current vaccinations from a licensed veterinarian: Rabies, DHLPP (Distemper, Hepatitis, Leptospirosis, Parvo, and Para Influenza), Bordetella (kennel cough), and a negative fecal float.
  -  Attach veterinary record to your application form.
  -  Owners are responsible to keep all vaccinations current.
-  Guard, attack dogs, dangerous or aggressive dogs, or who exhibit a history of showing aggressive behavior towards people and/or other animals are prohibited.
-  Dogs must be leashed outside the fenced area.
-  All dogs must wear a buckle, break-away, or non-slip collar with current rabies and license tags displayed at all times. No choke chains, prong or spiked collars permitted during park play.
-  Carry 1 leash per dog at all times. Leashes should be 4' to 6'. Retractable leashes must be in a locked position.
-  Only 2 dogs per adult on any single visit.
-  Dogs in heat, sick or showing signs of illness, (coughing, diarrhea, vomiting, etc.), or that have external or internal parasites or conditions (i.e. fleas, worms, heartworm) are not permitted.
-  Small dogs may use big park at owner's discretion.
-  Dogs must be on-leash during special events.
-  Dog owners must stay within view and maintain appropriate control by voice and/or hand at ALL times. Never leave your dog(s) unattended. Be vigilant, monitor your dog's play behavior at all times.
-  If your dog shows any combative or aggressive behavior, consistently annoys, offends or intimidates other dogs through rough play and chasing, or becomes uncontrollable, YOU (the owner) must take immediate action. Leash and remove your dog from the park immediately.
-  Mounting should be discouraged.
-  Pick up your dog's feces and dispose in receptacles.
-  Please quiet any excessive barking.
-  Digging is permitted in designated area only. In other areas, repair holes and notify park staff.
-  Pond access and equipment is for your dog's enjoyment only and is used at one's own risk.
-  All children must have direct adult supervision and be kept within arms length. Children are not permitted to climb trees and fences, run and scream, swim or wade in ponds or creeks, or play on park equipment.
-  No food, smoking, alcoholic beverages, strollers, bicycles, or children's toys are permitted inside the off-leash areas.
-  Water or other non-alcoholic beverages in plastic bottles or cans are permitted.
-  Small, bite-sized training treats are permitted and are to be used with discretion for YOUR dog only.
-  Our staff will be throughout, monitoring the park. Report all incidents, injuries and concerns to park personnel.
-  All dog bites must be reported to the Erie County Department of Health at (814) 451-6700.
-  Pennsylvania's Dog law states that "All dogs must be under control and must not be allowed to run at large. Dog are personal property, and owners are responsible for damages caused by their dog." Park users and dog owners are liable and assume legal responsibility for any damage, disease, or injury to persons, other dogs, or property, cause or inflicted by you and/or your dog. Jackson's Howlabaloo Dog Park, LLC and its affiliates are not responsible for any injuries or damage sustained or given to dogs, or people. All other Pennsylvania and Erie County Animal laws and ordinances apply.
-  Management reserves the right to remove members and/or guests from the park and refuse or revoke membership to anyone. Owners who fail to comply with any of Jackson's Howlabaloo Dog Park, LLC protocols will result in immediate termination of all privileges related to Jackson's Howlabaloo Dog Park, LLC without refund of fees paid.
-  Management reserves the right to revise rules, pricing and hours at any time.

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Owner/Visitor Signature

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Co-Owner/Visitor Signature

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Date

**Play Safe!**

**Play Smart!**

**Play Responsibly!**

**Have Fun!**

**Jackson's Howlbaloo Dog Park, LLC**  
**Release of Liability and Indemnity Agreement, Terms and Conditions for All Services**

**I. CONTRACT REGULATIONS**

By signing this contract you, the Buyer, has purchased for your dog(s) either a membership, to the Jackson's Howlbaloo Dog Park, LLC, training or rental service. Buyer agrees that any service fee is non-refundable unless Jackson's Howlbaloo Dog Park, LLC is no longer able to provide a substantial number of the services offered when this contract was signed, in which case Buyer will receive a prorated refund.

Buyer agrees that services are not transferable to another dog owner. Other dogs owned by the Buyer may be substituted for those named on the application provided they are approved by park management. Additional dogs owned by the Buyer may be added to those named on the application provided the dogs are approved by park management and the difference in the service rate is paid.

Buyer may cancel this contract without penalty and receive a refund within 3 calendar days of the date the service begins. Jackson's Howlbaloo Dog Park, LLC reserves the right to deny entry to the facility or any service for any reason, and to terminate membership, training or rental agreements or expel a person and/or dog from the facility for any reason. If Jackson's Howlbaloo Dog Park, LLC terminates a service, Jackson's Howlbaloo Dog Park, LLC reserves the right to return pro-rated fees or no fees.

**II. GENERAL**

This Agreement, Terms and Conditions (collectively, this "Agreement") constitutes a binding legal agreement between you (refers to "me," "my," "your dog," "my dog," or the "owner," "co-owner" of a dog), it includes you whether or not you are the legal owner of the dog, since you are the person responsible for the dog while using this facility, and Jackson's Howlbaloo Dog Park, LLC (refers to "Howlbaloo Dog Park," "the park" or "park"). Acceptance of the terms and conditions of this release and adherence to Howlbaloo Dog Park rules are conditions of "entry," "membership," "training," "rental" approval, retention and renewal. Entry and all services may be revoked for non-compliance.

I hereby acknowledge that I have voluntarily applied to participate and use, with my dog(s), Howlbaloo Dog Park operated by Jackson's Howlbaloo Dog Park, LLC. This Agreement applies to all services provided and events sponsored by Howlbaloo Dog Park, including training/coaching, programs, seminars/clinics, and use of the dog park grounds, equipment and swimming areas, each and every time you visit Howlbaloo Dog Park or attend an event sponsored by Howlbaloo Dog Park after the date hereof whether or not you are asked to sign this Agreement at another future time.

You have the right to terminate this Agreement with respect to any future participation in Howlbaloo Dog Park services by providing written notice of such termination to Howlbaloo Dog Park at least 30 days in advance to such future participation. Any fees associated with a termination of service are subject to a prorated refund. Howlbaloo Dog Park reserves the right to refuse service or participation to any person or dog at any time.

**Please initial to acknowledge your understanding of the foregoing: \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)**

**III. INHERENT RISKS ASSOCIATED WITH GROUP AND DOG ACTIVITIES**

Dog activities are intended to provide a fun and rewarding experience for a dog and its owner. However, despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, you agree and understand that there are inherent risks when dealing with animals and humans in group situations. Understandably, not all hazards and dangers associated with dog activities can be foreseen. You agree and understand that unleashing your dog(s) and being physically present at a dog park area involves risks of injury to you, any individual accompanying you, other people, your dog(s), other dog(s), your property, and other property, including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training.

Inherent risks include problems associated with rough play, such as bite wounds and scratches, the aggravation of existing medical conditions, and in rare instances death. Inherent risks include the propensity of any dog to behave in dangerous ways that may result in serious injury, including death, to you, other people, your dog(s), other dogs or other animals. Dogs are pack animals and when "off lead" even the best-trained dogs will act instinctively. Should an owner attempt to break up a dogfight or restrain a dog, including but not limited to your dog, an owner may be attacked and severely mauled by your dog or another dog, or attacked by another dog's owner. In this regard, it must be recognized that it is impossible for the park to guarantee absolute safety.

Dogs and owners of varying degrees of skill, training, and experience use this facility. Additional risks include, but are not limited to: the inexperience, negligence or irresponsibility of a dog owner; the inability to predict a dog's reaction to sound, movements, objects, persons, or other animals; and actions by the dog due to fright, anger, stress, insect bites, or natural reactions such as jumping, pulling, resisting, dog fights, dog bites; theft or unlawful capture; being knocked-down, chased or tripped by a dog; escape over or under fences; vegetation or standing water that may be unhealthy or poisonous if consumed; burrs or seeds that may become lodged in the dogs coat, feet, eyes, nose or ears; mosquitoes, ticks, chiggers, fleas and other insects; and wildlife typically found in a rural setting such as snakes, woodchucks, raccoons, opossums, skunks, coyotes, foxes, deer, hawks and the like.

Other risks include the hazards associated with environmental and traffic, vehicular conditions, acts of God, inclement weather, slip and falls, premises defects, golf balls or other objects, equipment failure, failure in instruction/supervision, and all other circumstances inherent to dog and/or indoor/outdoor activities.

There is a greater potential for harm to small dogs that play in the other park areas and it is recommended that off-leash small dogs and puppies play in the small dog area only; and use of the Howlbaloo Dog Park is self-directed and you are not always directly supervised by park staff.

You understand and agree that under no circumstances shall Howlbaloo Dog Park be responsible for illness, injury, or death including aggravation of existing injuries or conditions to dogs participating in group activities including training/coaching classes and dog park usage. You consent to your dog's participation in group activities, acknowledge the foregoing risks and limitations on liability and, if your dog is female, certify to Howlbaloo Dog Park that such dog is not in season and is not expected to come into season while at Howlbaloo Dog Park.

You further assume all risks associated with using Howlbaloo Dog Park, including grounds, fixtures and equipment, in a self-directed manner. You are solely responsible for supervising your dog(s) and determining whether or not this is an appropriate activity to participate in. You understand that you, and any individual who accompanies you, are participating in this activity at your and their risk and risk of your dog(s).

You are solely responsible for determining if you and/or your dog(s) are physically fit and/or adequately skilled to use this facility. It is always advisable, especially if you or your dog is pregnant, disabled in any way, or recently suffered an illness, injury, or impairment, to consult a physician or veterinarian before undertaking any dog training/coaching or exercise activity.

**Please initial to acknowledge your understanding of the foregoing: \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)**

**IV. VACCINATION POLICY AND HEALTHY DOG ASSURANCE**

Howlabaloo Dog Park does not guarantee that dogs in the park are healthy. To prevent the spread of disease while your dog is at Howlabaloo Dog Park, dogs must be current on rabies, bordetella and distemper vaccinations, and have a negative fecal float. It is your responsibility to provide proof of vaccination history and a fecal record for each animal that you bring to the park. Despite the efforts of Howlabaloo Dog Park to ensure owners have complied, there is a risk that not all dogs present in the dog park are or can be vaccinated which could result in disease to a human or dog. Some dogs may have reactions to vaccines. If so, written veterinarian verification must be presented and entry will be considered on a per dog basis. You further understand that even if a dog is vaccinated against kennel cough or other illnesses, it is possible that a dog may contract kennel cough or another illness. You specifically agree that Howlabaloo Dog Park shall in no way be responsible for death or disease should your dog contract kennel cough or another illness while at the Park. If your dog is found to have any external or internal parasites or other communicable disease, it will not be allowed entry into Howlabaloo Dog Park.

**Please initial to acknowledge your understanding of the foregoing:** \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)

**V. PAYMENT FOR SERVICES**

All fees and expenses are payable upon entry to Howlabaloo Dog Park. Applicable fees for any services are those in effect on the date a dog comes to Howlabaloo Dog Park for a service. Rates are subject to change without prior notice. If any fees or expenses payable by you are not paid, Howlabaloo Dog Park reserves the right to exercise any and all remedies available to it by law or in equity, including, without limitation in accordance with applicable law.

**Please initial to acknowledge your understanding of the foregoing:** \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)

**VI. RELEASE FROM LIABILITY AND INDEMNIFICATION**

As additional consideration for you to have the opportunity to use Howlabaloo Dog Park and Howlabaloo Dog Park accepting your dog for any and all services, you hereby agree to indemnify and hold harmless Jackson's Howlabaloo Dog Park, LLC from any and all claims against all loss, cost, expense, liability, claims, causes of action, lawsuits, resulting from or related to loss or damage to your dog, damage or injury to person or property, including any death, sickness, injury, running away, theft, fire, participation in group activities or swimming activities, dog park grounds, or other animals or people, and disease to any person or dog, or destruction of property, real or personal, arising directly from my, or my guest(s) or my dog(s) which may result while I or my guest(s) or my dog(s) use Jackson's Howlabaloo Dog Park, LLC. In addition, you agree to indemnify and hold harmless Jackson's Howlabaloo Dog Park, LLC and its agents, officers, directors, members, employees, assigns, and representatives from any and all claims resulting from any action by your dog. This indemnification shall include the costs of actual attorney fees and costs.

**You understand and agree that the release and indemnification set forth above constitutes a condition precedent to Howlabaloo Dog Park's willingness to accept your dog(s) for any and all services.**

**Please initial to acknowledge your understanding of the foregoing:** \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)

By initialing above and signing below, I acknowledge that I agree with, and accept the terms and conditions of this Contract Agreement, the Release of Liability and Indemnity Agreement, and that I have carefully read, and have received a copy of the rules for Howlabaloo Dog Park usage and agree to abide by these rules and to inform others I bring into the dog park, including guests and supervised children, of these rules and will ensure their compliance; and agree to immediately report any unsafe property conditions to Jackson's Howlabaloo Dog Park, LLC; and am not aware of any instance in which the dog(s) I am requesting a membership, training/coaching, or any other service for has shown aggressive, fighting, or biting behavior towards other animals and/or people. I agree and understand that failure to abide by these rules will result in loss of Jackson's Howlabaloo Dog Park, LLC privileges or other services. I understand that Jackson's Howlabaloo Dog Park LLC reserves the right to revise its rules, pricing and hours at any time.

**Please initial to acknowledge your understanding of the foregoing:** \_\_\_\_\_ (owner initials) \_\_\_\_\_ (co-owner initials)

I, the undersigned, specifically represents that I am 18 years old or older and have the legal capacity to enter into a binding contract and that I am the owner of the dog(s) that is brought to Howlabaloo Dog Park for services or that I have been authorized by the owner of the dog(s) to enter into this Agreement as the duly authorized agent of the owner. I intend for this release to be binding upon my heirs, beneficiaries, next of kin, personal representative or executor, and assignees. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Jackson's Howlabaloo Dog Park, LLC and the undersigned have agreed to these terms and conditions as of the date set forth below.

**ALL PERSONS ENTERING THE PREMISES OF JACKSON'S HOWLABALOO DOG PARK, LLC MUST SIGN THE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND AN ACKNOWLEDGEMENT OF THE RULES OF THE PARK. ANY PERSON ENTERING THE PARK WITHOUT EXECUTING THE AGREEMENT AND ACKNOWLEDGEMENT WILL BE CONSIDERED A TRESPASSER AND ORDERED TO LEAVE THE PREMISES.**

Name	Name: Print	Signature	Date
<b>OWNER</b>	_____	_____	_____
<b>CO-OWNER</b>	_____	_____	_____
<b>JACKSON'S HOWLABALOO DOG PARK, LLC</b>	_____	_____	_____