

Chester Avenue Dog Park Membership Application

Welcome to the Chester Avenue Dog Park at 48th and Chester Avenue! The purpose of the Park is to provide a fenced and safe area for dogs to exercise in an off-leash environment and interact with other dogs and humans.

Application and Agreement, Dog Park Rules, Waiver and Dog license application.

Please excuse the “formal” appearance of the application. Some have told us that it appears intimidating. It was developed with some of the immediate neighbors of the park, who initially had concerns about some irresponsible dog owners in the community. Another reason is for your safety. As a private park, we have to be concerned about liability and our landlord, Park Pleasant Nursing Home. In general, though, being a Park member just involves a few common sense rules.

You may send in the Park Application and check while waiting for your dog license number. Please note that everyone in your household who will use the park must sign all documents.

Interview

After your application is received and checked, you and your dog will be asked to come to the Park at a scheduled time when there will be other dogs and members present. This interview is to see how your dog interacts with other dogs and humans, to make sure you understand what being a member involves and to answer any questions you have.

Mail or drop off the forms to:

Linda Amsterdam, 4646 Locust St, Philadelphia, PA 19139

Please include a check made payable to **Florence Selvin** in the amount of:

If applying in October-December, \$62.50 will cover the cost up to renewal.

If applying January-March, \$40 will cover the cost up to renewal.

If applying April-June, \$30 will cover the cost up to renewal.

If applying July-September, \$20 will cover the cost up to renewal.

All members renew as of October 1. Membership is \$62.50 annually.

Thanks for your interest!

Linda Amsterdam

215-748-3440

linda@chesteravenuedogpark.com

General Statement

The following general information has been developed so that prospective members will have information about the history of the Dog Park and understand how the Dog Park is maintained.

History of the Park

The Park was created in the summer of 2001 by 8 people, most of whom are still Members. Linda (Buster) obtained Park Pleasant Nursing Home's permission to use the site, she and others met with the immediate neighbors about their concerns, and negotiated about Park hours of use and other neighbor concerns, and the group of us installed the gate and other fencing.

Over the past 5 years, Carol (Otto and Rosie) and others have created all the landscaping on the site – every tree, shrub, and flowering plant along Chester and 48th Streets has been planted and maintained by the members.

Earlier this year, we almost lost the Dog Park to a development project. Almost losing the Park made us realize what a precious asset it is. Then, the Nursing Home's owners decided not to sell the property. We have told the Nursing Home that we want to purchase the property, and, we hope that something can be worked out make the Dog Park a permanent part of the Neighborhood.

In the meantime, we are working to increase our outreach activities with Park Pleasant.

How the Park is Maintained

All members of the Dog Park are equally and fully responsible for the on-going care, maintenance and future of the Park. The Park needs you to do more than come through the gate, have your dog enjoy its time running around and your picking up your dog's droppings. If you don't understand what this means or you don't know what you can do to help, please ask me. **In particular, we need members to assist in Park clean-up days, and volunteer at the nursing home.**

Although everyone has to pay their yearly fee, that doesn't completely cover your responsibility as a member. Everyone needs to pitch in and do whatever they see is necessary.

The Dog Park is a "Work in Progress", and in joining, you become an equal member in its future.

Chester Avenue Dog Park Membership Application

Owner Name(s): _____

Address: _____

Telephone(s): _____

E-mail: _____

(Please provide if you have – will save postage)

Dog Name(s): _____

Dog Description (breed, sex [spayed/neutered/intact], size, color, identifying marks):

Philadelphia Dog License Number:* _____ Expiration Date: _____
(legal requirement)

Rabies Vaccination: _____ Expiration Date: _____
(legal requirement)

My dog is in good health and has also received preventive treatment with respect to the following, as recommended by my veterinarian:

___ Distemper ___ Parvovirus ___ Hepatitis ___ Leptospirosis ___ Lyme Disease

A copy of my dog(s) most recent rabies vaccination certificate is attached.

Dog Behavior History (answer for each dog if applying for more than one):

Is your dog Spayed or Neutered (Y/N) If not altered, why not?

Has your dog ever shown aggressive tendencies toward people? Y/N

Has your dog ever bitten a person? Y/N

Has your dog ever shown aggressive tendencies to other dogs? Y/N

Has your dog ever bitten another dog? Y/N

Has your dog been in OFF LEASH social situations with more than 5 unknown dogs (i.e. doggie day care) in the last 6 months? Y/N

Explain in Detail any YES answers:

Are you willing to participate in Dog Park work days, or, if you are not physically able to participate in work days, to participate in other volunteer activities related to the Dog Park? Y/N

If you have questions about the Chester Avenue Dog Park, please call Linda at 215-748-3440.

***To obtain a Philadelphia dog license, call 215-683-LOST or visit <http://www.phila.gov>. A copy of an application is attached for your convenience.**

CANINE AGGRESSION TOWARD HUMAN BEINGS WILL NOT BE TOLERATED.

REPEATED CANINE AGGRESSION TOWARD OTHER DOGS MAY RESULT IN LOSS OF MEMBERSHIP PRIVILEGES.

DOGS WILL BE ASSESSED ON AN INDIVIDUAL BASIS.

Membership Agreement

1. I agree to abide by the Dog Park Membership Rules and other Dog Park notices posted at the Park. I have received a copy of the Rules and understand the Rules may change from time to time. If the Rules are changed, I agree to abide by the new Rules or to withdraw as a member.

The Rules are for the safety of the dogs and members using the Park and of the Dog Park neighbors. I understand that the owner of the Dog Park land has placed restrictions on the Dog Park's use of the property, and that following the Rules enables the Dog Park to comply with its lease and continue to operate.

2. I understand that **every Dog Park member is expected to volunteer** to assist in the maintenance and beautification of the Dog Park, and to support the Dog Park's relationship with Park Pleasant Nursing Home, which owns the Dog Park land. I agree to participate in Dog Park work days, or, if I am not physically able to do that, to participate in other volunteer activities related to the Dog Park.
3. I will not give my Dog Park key to anyone not identified on my application and will not allow non-members to bring their dogs into the Dog Park.
4. I am aware that the members could lose the right to use the Dog Park if I do not keep my word as given in this Membership Agreement. As a result, I agree that my Dog Park membership will terminate if I do not honor this agreement. I understand that I will **not** receive a refund of my membership dues if:
 - My Dog Park membership is terminated because I have violated my agreement, or
 - The Dog Park lease is terminated because I or other members have failed to honor this agreement and abide by the Rules.
5. I affirm that the information I have provided on this Application is true and correct, to the best of my knowledge.

Member Signature

Additional Family Member Signature

You will receive an e-mail or a call as soon as your membership has been processed, with instructions on accessing the Chester Avenue Dog Park.

For Dog Club Use:

Application Checked: ____ Dues Paid: ____ Accepted by: ____ Date: _____

Chester Avenue Dog Park Rules

General Rules

1. Use of the park is at your own risk. **You are responsible for your own safety and that of your dog and anyone you allow to enter the Park who is not a member.**
2. **All** rules and posted Dog Park signs are important; please adhere to the rules, including the Dog Park hours of operation.
3. Show respect for the neighbors and surrounding properties as you access and use the Dog Park. **Excessive dog barking is the most common complaint we have received.**
4. **The Dog Park has promised Park Pleasant and the neighbors that we will pick up the trash outside the park on Chester Ave and 48th Street. Do your part. If you see some trash, pick it up.**
5. **Each of us is responsible for the success of the Dog Park.** If you see another member who is not following the Rules, please remind the member. If you see another member who is not following the Rules, it is your responsibility to remind the member about the Rules.

Using the Dog Park

1. **Walk** your dog to the Park whenever possible. Per the city ordinance, your dog must be **on leash** in public areas. Bring your dog to the gate **on leash**, and keep your dog **on leash** until you have closed the outer gate to the Park and your dog is between the double gates of the dog park.
2. Secure the outer gate upon entering. **NEVER** open the interior gate until the outer gate is secured. Do not give your key to anyone who is not a member. This rule is for the safety of members and their dogs.
3. Clean up after your dog **immediately**. Plastic bags for cleanup purposes are available in labeled bins located in two locations in the Park. Bring bags to replenish the supply. If you see poop in the Park that has been overlooked, clean it up!
4. All dogs must wear a collar or harness at all times while in the Park. If you use a self-restraining (prong or pinch) collar on your dog, you **must** remove it and replace it with another collar (buckled collars are strongly recommended rather than choke collars) upon entering the Park to avoid injury to your or other dogs during play.
5. **Close both gates carefully upon exiting**, and check that the outer gate is locked before you walk away.

Dog Behavior in the Park

1. **Never leave your dog unattended.** Try to keep your dog within your line of sight at all times.
2. We recommend you call your dog to you from time to time and interact with him/her to maintain control.
3. If your dog behaves aggressively toward a human being in the Park, you must remove your dog.
4. If your dog behaves aggressively toward another dog, both dogs cannot remain in the Park at that time. If the other owner is not ready to leave, the owner of the aggressor **must** leave the park and return at another time.
5. **If your dog barks repeatedly while in the Park, and you are unable to quiet it, you must leave the park and return at another time.** If the barking is “encouraged” by individuals outside the Park, please ask them to move away.
6. Cats that are the neighbors’ pets are sometimes in the Park. If you see a cat, leash or hold your dog. **Do not allow your dog to chase cats in the Park.**

Human Behavior in the Dog Park

1. A member may not bring more than 3 dogs to the Park at one time.
2. You must be at least 16 years of age to be in the Park without supervision, whether with or without your family’s dog.
3. **Visitors** are permitted in the Dog Park **only** if accompanied by a Dog Club member who assumes **all responsibility** for the visitor. **No “visiting” dogs are allowed.**
6. If you smoke, provide your own ashtray/cigarette disposal container. No cigarette butts are to be left in the park.
7. If you groom your dog in the Park, place discarded hair in the trash cans.
8. Please limit loud conversation/laughing, which, like barking, could disturb neighbors. Try not raise your voice unless necessary to control your dog.
9. Toys and water bowls provided by the Membership of the Park for general use should be left in the Park so that others may enjoy them. Do not leave toys in the Park unless you intend to donate them to the Park.

Emergencies

1. In case of a medical emergency, emergency telephone numbers are posted in the Park. Park Pleasant Nursing Home will allow Dog Club members access to their telephones if it is necessary to call for emergency (police, fire, emergency medical) assistance. If more than one member is present at the time of the emergency, one person should call while others remain in the Park to supervise the dogs.
2. Members with cell phones are encouraged to carry them in the Park, particularly if they expect to be alone with their dogs.

The following are not allowed in the Dog Park:

Dogs that have a known history of aggression. (Please note that “rough play” differs from “aggression” and is acceptable between dogs of similar size and inclination.)

Dogs that are in season (female dogs “in heat”). (This is for the sake of safety, as many dogs, male and female, unneutered or neutered, can become extremely aggressive in the presence of a female in season.)

Dogs less than four months old. (Puppies under the age of 4 months usually cannot be fully vaccinated, and are both susceptible to and potential carriers of disease.)

Dogs with a diagnosed communicable disease or condition that can be transmitted to other dogs by contact or by dog waste. (If your dog has a positive fecal examination, please keep out of the Park until a negative examination has been obtained. It would also be courteous to inform other Dog Club members of the possibility of contagion.)

Dogs over six months of age that do not have current a Philadelphia dog license and rabies vaccination. (See membership agreement.)
{Please note that rabies vaccinations are not usually recommended for dogs under the age of 6 months, and a license cannot be obtained without a rabies vaccination.}

Dogs whose owners are not members of the Dog Club.

Waiver and Release of Liability and Indemnification

In consideration of being granted access to the Chester Avenue Dog Park (Dog Park), located on real property at 48th Street and Chester Avenue (Real Property) owned by Park Pleasant, Inc. (Park Pleasant), I hereby waive, remise, release and forever discharge Dog Park and Park Pleasant and the respective parents, subsidiaries, affiliates, partners, associates, principals, directors, officers, members, employees, attorneys, and agents of each of the Dog Park and Park Pleasant, and the successors and assigns of each of them, from any and all liabilities, actions, suits, debts, judgments, claims and demands whatsoever in law and in equity arising out of or connected to any entry on or to, or presence on, or use of, said Real Property, including but not limited to, any and all liabilities, actions, suits, debts, judgments, claims and demands related to injury to my person, my personal property or any animals owned by me or under my control, or anyone as a result of my action or inaction, whether caused by negligence or otherwise, which I ever had, now have, or may have at any time in the future.

In addition, I agree to indemnify and defend Dog Park and Park Pleasant and their respective parents, subsidiaries, affiliates, partners, associates, principals, directors, officers, members, employees, attorneys and agents of each of the Dog Park and Park Pleasant, and the successors and assigns of each from any and all liabilities, actions, suits, debts, judgments, claims and demands whatsoever in law and in equity arising out of or connected to my entry on, to or presence on, or use of, said Real Property, or the entry on, to, or presence of anyone else thereon as a result of my action or inaction, including but not limited to, any and all liabilities, actions, suits, debts, judgments, claims, demands, attorneys' fees, costs and expenses that any of the foregoing may sustain in any way related to, arising out of or in any way connected to my entry on, to or presence on, or use of, said Real Property.

This Waiver and Release of Liability and Indemnification may not be modified except by a writing signed by me, the Dog Park, and Park Pleasant. I understand that this waiver is binding on my heirs and assigns. **My signature certifies that I have read and fully understand this Waiver and Release of Liability and Indemnification.**

EVERYONE IN YOUR HOUSEHOLD WHO WILL USE THE PARK MUST SIGN!!!!!!

Signature _____

Print Name _____ Date _____

Signature _____

Print Name _____ Date _____

Notice to Minors

If you are under eighteen (18) years of age, your parent or legal guardian must sign:

I, being the parent or legal guardian of the above-signed, who is under the age of eighteen (18), do hereby consent that the above-signed may enter on to the real property owned by Park Pleasant and do hereby certify that I have read, fully understand and adopt entirely the above recited "Waiver and Release of Liability".

Signature _____

Print Name _____ **Date** _____