



# Raccoon River Dog Park Rules

- Hours of the Dog Park are 6:30 a.m. to sunset. The gates will be locked after hours.
- Use of the Dog Park is at the owner/handler's own risk. Permit/passholders and their guests agree to hold the City of West Des Moines harmless for any injury or damages to person or property by use of the Dog Park.
- Proof of permit/pass is required for all dogs inside the Dog Park. Raccoon River Park personnel will perform random checks of tags.
- No permits will be issued for puppies under 16 weeks old. All dogs in the Dog Park must be at least 16 weeks old.
- Do not bring any dog with a known history of aggression, fighting, or biting. Any dog exhibiting aggressive or unruly behavior is required to be removed by the handler immediately. If you intentionally bring a dog with known aggressive tendencies into the Dog Park your permit will be subject to revocation.
- Each handler may have only 2 dogs at any time within the Dog Park.
- For the protection of the natural environment and the safety of the dogs, no smoking is allowed in the Dog Park. Nonalcohol of any kind is allowed in the Dog Park.
- No children under 10 years of age are allowed within the Dog Park. Unfortunately, small children are at greater risk of being injured at a dog park than are older children or adults.
- Handlers of dogs must be over 16 years of age. Children under 16 years of age must be supervised by an adult at all times while within the Dog Park.
- No wheeled or motorized vehicles are allowed within the Dog Park. Exceptions to this are wheelchairs or other assistive equipment used by people with disabilities.
- Except for within the Dog Park, dogs must be on leash in all areas of the West Des Moines park system, including Raccoon River Park. You may unleash your dog only after entering the fenced Dog Park. Carry a leash for each dog at all times while in the Dog Park.
- Female dogs in heat are not allowed in the Dog Park.
- All owners/handlers must clean up after their dog in all areas of the Dog Park, including tallgrass areas. Remember that this applies not only to the Dog Park, but to all public property. Please use the provided waste bags.
- Dogs shall be under visual contact and voice control of the handler at all times. You must stay within close range of your dog and must never leave your dog unattended.
- Permits, passes, and tags cannot be transferred to other dogs or dog owners.
- Dogs in the Small Dog Area of the Dog Park can be no taller than 13" at the shoulder and weigh no more than 25 pounds. Small dogs can use all areas of the Dog Park, but please keep in mind that it is possible for small dogs to be accidentally injured by larger dogs.
- No animal food is allowed within the Dog Park, other than small training treats.

**The permit may be permanently revoked for any violation of these rules. It is important that the dog owner, as well as any other person bringing the dog to the Dog Park, be knowledgeable of the rules.**

# Raccoon River Dog Park Release of Liability

I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), the Raccoon River Dog Park (RRDP) owned and operated by the City of West Des Moines (City) and the West Des Moines Parks and Recreation Department (WDMPR). I understand that the act of unleashing my dog(s) and being physically present within the RRDP necessarily involves risks of injury to me, other people, my dog(s), and other dogs. I understand that the aforementioned risks are entirely my responsibility and I expressly assume all of these risks. I understand that the permit system is not established to guarantee that dogs in the park are safe or healthy.

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 me, any individual (including children) accompanying me in the RRDP and my dog(s). I also agree to abide by all conditions and restrictions detailed on signs located in or around the RRDP. I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the RRDP.

I further understand and assume the risk that not all dogs in the RRDP may have been vaccinated for distemper, parvo, or rabies all of which could result in injury to me and my dog(s) or companions. Additional risks include, but are not limited to: dog fights, dog bites and injuries to humans and other dogs; dog theft or unlawful capture; dog escape over or under fences; plants and/or water sources in the area may be poisonous to dogs or people; park vegetation may have burrs or seeds that could become tangled in a dog's coat or lodge in a dog's feet, ears, nose or eyes; mosquitoes, ticks, chiggers, fleas or other insects may be present; wild animals such as skunks, raccoons, opossums, or stray dogs could be present in the park, all of which might 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 City will supervise the off-leash area at any time. I, therefore, expressly assume all risks associated with using the RRDP, as well as fixtures and equipment located therein, in an unsupervised manner. By acknowledging this release of liability and using the RRDP, I hereby fully and forever release and discharge the City, WDMPR, and their employees, agents, and volunteers from any claims, demands, damages, 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 off-leash area premises from any and all negligent, reckless, or intentional acts or omissions of others that may occur at the RRDP.

I hereby assume sole responsibility for my own actions or omissions, the actions or omissions of my children to the extent permitted by law, and the behavior of my dog(s) and agree to indemnify and save harmless the City, WDMPR, their employees, agents, and volunteers for any damage resulting in bodily injury, death, property loss, including legal and expert witness fees, caused by actions or omissions attributable to me, my children, or my dogs. I have carefully read this release of liability and understand and fully agree with its contents. I also have received a copy of the RRDP rules and I agree to fully comply with these rules and to inform others I bring into the facility, including children, of these rules and will ensure their compliance with the rules. Acknowledging this release of liability also confirms that I am not aware of any instance in which the dog I am requesting an annual permit or daily pass for has shown aggressive, fighting, or biting behavior towards other animals or people. By acknowledging I verify that all information is accurate; I also understand that the information I have provided regarding myself or my dog(s) may be provided by the City to others upon request pursuant to Iowa open records laws.

I acknowledge that I have read and agree to all Terms and Conditions above.