



WURZBURG & GOLDIE GIBBONS DOG PARKS

RULES & REGULATIONS FOR PARK USAGE

At the time of registration, please provide us with a copy of your dog's shot records and Berkeley County tax receipt for your annual dog license, as required by Berkeley County.

Use of this park is **AT YOUR OWN RISK**, and all dogs utilizing the park must be registered with the Martinsburg-Berkeley County Parks and Recreation Board prior to use.

HOURS OF OPERATION: Dawn to dusk 7 days a week weather and conditions permitting.

If violators are found, your privileges may be revoked & you could be subject to fine(s). **Please note that key fobs are not transferrable between owners.** The owner of any dog assumes all liability for damages suffered by anyone who is bitten or injured by your dog while utilizing the park, or any dog that you have allowed into the park with your pass – **which is a violation of the dog park agreement.**

RULES AND REGULATIONS:

- 1. Pet owners are responsible for their dog's actions and behavior at all times.** Dogs must be attended and supervised at all times by a person eighteen (18) years or older. Children under the age of 18 must be accompanied by an adult and closely supervised. For their own safety, children must be 48 inches tall **and** at least 10 years of age to enter the dog park. Strollers are not permitted in the dog park area. No unattended dogs are permitted in the park at any time. Abandoning animals is prohibited by law.
- 2. All dogs entering the park must be preregistered with the Martinsburg-Berkeley County Parks and Recreation Board to receive a key fob.** The owner of any dog and user of the park assumes all legal and financial responsibility of any injuries or damages cause by the dog to another person, dog, or park property or by any dog you have unlawfully allowed into the park with your key fob – which is a violation of the dog park agreement.
3. Leashes may be removed only in the designated unleash area. Dogs must be leashed when outside the dog park area and always have a leash available and ready for use just in case the need arises. No prong (pinch), choke, or spiked collars are permitted in the park.
4. No more than two (2) dogs per person are permitted at one time in the park.
5. The dog park exercise area is for the use and enjoyment of only dogs and their owners. No other animals domesticated or not, may use the park. Recreational use by others is not permitted. Professional dog trainers are not permitted to use the park for training purposes.
6. No smoking, alcohol, glass containers, or food (including human or dog food, snacks or treats) is permitted in the fenced dog park area in either dog park.
7. **All dogs must be licensed, healthy, and inoculated.** The use of heartworm and tick prevention is highly recommended. For their own safety, puppies under six (6) months are prohibited in the park, and puppies over six (6) months must have full immunizations. It is the dog owner's responsibility to provide Martinsburg Berkeley County Parks and Recreation Board with a copy of each dog's immunization records each time the animal is inoculated.
8. Aggressive or unruly dogs are prohibited from utilizing the park. Reported cases will result in the loss of privileges. **Dogs should be removed from the park at the first signs of aggression toward any person or any other dog.** If a patron's dog becomes unruly or plays too roughly, the offending dog must be leashed and leave the park until such time that the dog is under the owner's control and has settled down. Female dogs in heat are prohibited. Spayed/neutered animals are recommended. Unneutered dogs must be closely monitored at all times.
9. Accompany and monitor your dog(s) at all times. **Pet owners must pay close attention to their dogs and properly pick up and dispose of their waste before leaving the facility.** Disposal bags and waste receptacles are provided. This is key to keeping a healthy, enjoyable environment. Please do your part.
10. Please discourage your dog(s) from digging any holes. Owners should refill holes dug by their dog(s).
11. There are two (2) sections to the Wurzburg & Goldie Gibbons Dog Parks. The large dog section is for dogs **over 30 lbs.** The small dog section is for dogs **up to 30 lbs.** Please use the appropriate entrance for the size of your dog.

Violators of any of the above rules will be subject to removal from the park, and their permits will be permanently revoked.



At the time of registration, please provide us with a copy of your dog's shot records and Berkeley County tax receipt for your annual dog license, as required by Berkeley County.

Martinsburg-Berkeley County Parks & Recreation
273 Woodbury Avenue
Martinsburg, WV 25404
Phone: 304-264-4842
Fax: 304-264-4920

OFFICE USE

A: _____

#: _____

D: _____

FOB#: _____

Shot Records Rec'd

Annual Fee is \$15 for the first dog.
Each additional dog is \$5.
KEY FOBS \$10 (one time purchase)
WURZBURG & GOLDIE GIBBONS DOG PARKS
PERMIT APPLICATION

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____



Dog #1 Name: _____ Breed: _____

Dog's Age: _____ Dog's Gender: Male Female

Has dog been spayed/neutered? Yes No

Dog License #: _____ Expiration Date: ____/____/20

Rabies # (required by state law): _____ Expiration Date: ____/____/20

Parvo (recommended): Yes No Bordetella (recommended): Yes No



Dog #2 Name: _____ Breed: _____

Dog's Age: _____ Dog's Gender: Male Female

Has dog been spayed/neutered? Yes No

Dog License #: _____ Expiration Date: ____/____/20

Rabies # (required by state law): _____ Expiration Date: ____/____/20

Parvo (recommended): Yes No Bordetella (recommended): Yes No

Please thoroughly read, review complete and sign the attached form(s)

Did you thoroughly read and understand the Rules and Regulations for Usage and read, understand and sign the Acceptance of Risk & Release of Liability & Waiver Form? Yes No

If you have any questions call (304) 264-4842.

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____



Dog # _____ Name: _____ Breed: _____

Dog's Age: _____ Dog's Gender: Male Female

Has dog been spayed/neutered? Yes No

Dog License #: _____ Expiration Date: ____/____/20

Rabies # (required by state law): _____ Expiration Date: ____/____/20

Parvo (recommended): Yes No Bordetella (recommended): Yes No



Dog # _____ Name: _____ Breed: _____

Dog's Age: _____ Dog's Gender: Male Female

Has dog been spayed/neutered? Yes No

Dog License #: _____ Expiration Date: ____/____/20

Rabies # (required by state law): _____ Expiration Date: ____/____/20

Parvo (recommended): Yes No Bordetella (recommended): Yes No



Dog # _____ Name: _____ Breed: _____

Dog's Age: _____ Dog's Gender: Male Female

Has dog been spayed/neutered? Yes No

Dog License #: _____ Expiration Date: ____/____/20

Rabies # (required by state law): _____ Expiration Date: ____/____/20

Parvo (recommended): Yes No Bordetella (recommended): Yes No

Martinsburg- Berkeley County Parks & Recreation
Wurzburg & Goldie Gibbons Dog Parks
ACCEPTANCE OF RISK & RELEASE OF LIABILITY & WAIVER FORM

Acceptance of the terms and conditions of this release and adherence to the established rules and regulations are required to ensure the key fob approval, issuance, retention, and renewal process. Fobs are for use *ONLY* by those owners and dog(s) listed on this application.

WAIVER OF LIABILITY: By accepting the prescribed terms and conditions and signing this release, I (We), the undersigned, will indemnify, defend, and hold harmless, the Martinsburg-Berkeley County Parks and Recreation Board, its agents, employees, officers, committee members, donors, instructors, volunteers and any and all other associates, from and against any and all actions, in law or in equity, from liability claims for damages, demands, or judgments to any person or property which may result now or in the future from my use of the Wurzburg & Goldie Gibbons Dog Parks, including death, sickness, injury, disease to any person or dog, destruction of property, real or personal. I understand that this waiver includes any claims based on negligence, action, or inaction of any of the parties. The undersigned further expressly agrees that the foregoing release, waiver, and indemnify agreement is intended to be as broad and inclusive as is permitted by the laws of the state of West Virginia, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I (We), the undersigned, have read and understand all rules, regulations and policies and will be responsible for adherence. I (We) do hereby acknowledge and accept that

I (We) have voluntarily applied to participate and utilize, with my dog(s), the Wurzburg & Goldie Gibbons Dog Parks located in Martinsburg, West Virginia. I fully understand and acknowledge that unleashing my dog and being physically present at the dog area involves risks off injury to me, to any individual accompanying me, to other persons, to my dog(s) and other dog(s), including but not limited to , risks from aggressive dogs, unpredictable behavior and lack of proper training. I further understand and assume that despite the efforts of the Martinsburg-Berkeley County Parks and Recreation Board to ensure owners have complied, there is a risk that not all dogs present in the Wurzburg & Goldie Gibbons Dog Parks are licensed and vaccinated for rabies as required, which could result in the injury to a person or a dog. Additional risks include, but are not limited to , dog fight wounds, dog bites, theft or unlawful capture, escape over or under the fences or through an open gate, ingestion of vegetation or standing water that may ne unhealthy or poisonous, burns, irritation from seeds that may become lodged in the dog’s coat, feet, eyes, nose or ears, bites from mosquitoes, spiders, ticks, chiggers, fleas and other insects and wildlife typically found in a park such as squirrels, foxes, deer, raccoons, opossums, snakes, mice, turtles, etc. It is my understanding that usage of the Wurzburg & Goldie Gibbons Dog Parks is self-directed and shall not be directly supervised by an agent or employee of the Martinsburg-Berkeley County Parks and Recreation Board. Additionally, I accept and acknowledge that I fully assume any and all risks associated with the usage of the Wurzburg & Goldie Gibbons Dog Parks, including fixtures and equipment, in an unsupervised and self-directed manner.

I (We) accept and acknowledge personal responsibility and liability for any injury or damage caused as a result of the wrongful or aggressive behavior of my dog, whether the loss occurs as a result of biting, jumping, running, scratching, digging, charging or any other behavior

I (We) do hereby waive any and all rights that I (we) may have to institute legal proceedings to recover costs of any kind. I (we) have carefully read this release of liability, and fully understand, agree with, and accept its terms and conditions as outlined. I (we) hereby do certify that I (we) am (are) over the age of 18 years, sober, and sound of mind. I (we) further understand that all fees paid are non-refundable and that my Wurzburg & Goldie Gibbons Dog Parks key fob will be revoked by the Martinsburg-Berkeley County Parks and Recreation Board for misuse of the park, failure to abide by the stated rules and regulations, or repeated aggression on the part of any one of the dogs under my direct ownership or supervision.

I (We) do hereby acknowledge that I (we) have carefully read this acceptance of risk/waiver or liability, and fully understand, agree with, and accept the terms and conditions that have been outlined in the literature. Further, I (we) acknowledge that I (we) have received a copy of the Martinsburg-Berkeley County Parks & Recreation Board Wurzburg & Goldie Gibbons Dog Parks Rules and Regulations for Park Usage and agree to abide by these rules as listed. I (we) further understand that all fees paid are non-refundable and that my Wurzburg & Goldie Gibbons Dog Parks access card will be revoked by Martinsburg-Berkeley County Parks & Recreation Board for misuse of the Wurzburg & Goldie Gibbons Dog Parks, failure to abide by the stated rules and regulations, or repeated aggression on the part of any one of the dogs under my direct ownership or supervision.

Print Name: _____ **Signature:** _____

Date: _____

Print Name: _____ **Signature:** _____

Date: _____