

The Swimming Hole LLC Private Dog Park

1525 Anton Stade Rd • Rosenberg, TX 77471 • 281-633-2675 • www.swimminghole.net

Conveniently located behind J-Canine Pet Resort

Introduction and Rules & Regulations

The Swimming Hole LLC operates a private dog park called “The Swimming Hole”. The Swimming Hole includes approximately two acres of fenced running and play space for your dog, as well as a three-quarter acre pond for the “Labrador” in everybody!

In the best interests of every dog’s health and safety, the dog park will be available by appointment only for private, personal use. Each appointment will be for a one-half hour period, with a maximum of four such periods each day. Appointments will be available from 7:00 a.m. to 5:30 p.m. during the week, from 8:00 a.m. to 12:30 p.m. on Saturdays, and from noon until 5:30 p.m. on Sundays. When you make an appointment, you will have the Swimming Hole to yourself and your dog(s). Appointments will be made on a first-come, first-serve basis. All dogs entering the Swimming Hole must have verified vaccine records. These policies are in place to help avoid some of the risks associated with public dog parks. When you join the Swimming Hole, you have the option of joining our Swimming Hole Facebook Page. Through this avenue, you can meet other Members who may be interested in group dog play. The Swimming Hole does not screen, interview, or evaluate any dogs for their appropriateness for group play in the Swimming Hole. Group play meetings are purely the option of the dog owners. The Swimming Hole will only provide the avenue to meet and the dog park itself. Memberships to the Swimming Hole dog park are available, and work much like a gym membership. You purchase a membership, and can come and enjoy the Swimming Hole as often as you would like – just call and make the appointment for whatever day you’d like.

Annual membership dues are \$250 per household and cover up to 4 dogs who live at the address of that household shown on the membership application. Checks shall be made payable to The Swimming Hole, LLC. Any member joining by April 15, 2011 can take \$50 off for a total of only **\$200 for the first year**. Memberships include:

- An unlimited number of one-half appointments for use of the dog park during our hours (up to a maximum of two hours of use per day).
- 4 Guest passes – a \$100 value that can be used for you to bring a friend
- The purchase of additional guest passes for \$15 as set forth below (a \$10 savings per guest)

All memberships are non-refundable and non-transferable. When your membership is due for renewal, you will receive a reminder coupon that will be good for \$25 off your membership renewal if completed within 14 days of expiration.

All members, guests, and visitors must check in at the front desk upon arrival. This will allow us to verify that we have vaccine records for all users, make sure the required contracts are signed, take care of any payments, and provide the key to the park. The key MUST be returned when you leave. Lost key fees are \$50.

As a member, you will receive 4 free guest passes with your paid membership. Each guest pass will allow you to bring up to 2 guest dogs for one appointment, so long as both guest dogs live at the same address. Each member can also purchase additional guest passes for \$15 per pass. Each additional guest pass will allow you to bring up to 2 guest dogs for one appointment, so long as both dogs live at the same address. If you want to bring more than 2 guest dogs, then additional dogs are \$3 per dog for each appointment, so long as all guest dogs live at the same address. We must be notified of any guest dogs when making the appointment.

Nonmember passes are available for individual visits for nonmembers. For nonmembers, guest passes are \$25/visit and allow the nonmember to bring up to two dogs, so long as both dogs live at the same address. Additional dogs living at the same address are \$5 each. Nonmembers must purchase an individual \$25/ appointment guest pass for any dog not living at the same address. All nonmember guest dogs must provide proof of current vaccinations.

Event pricing is also available for birthday parties, etc., but varies based on membership status, duration of the event, and the size of your party. Please contact us directly for a quote based on your particular needs.

The Swimming Hole provides a self-bathing area to rinse your dog off or to bathe him or her before going home. Remember to bring a towel and shampoo. J-Canine Pet Resort can also bathe your dog for you after swimming during most hours.

Items you may want to bring:

- | | | | |
|--------------------------|------------------------------------|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Vaccine records for any Guest dogs | <input type="checkbox"/> | Bug Spray |
| <input type="checkbox"/> | Toys | <input type="checkbox"/> | Dog shampoo (if you're bathing dogs) |
| <input type="checkbox"/> | Towels | <input type="checkbox"/> | Crates or ex-pens |
| <input type="checkbox"/> | Chairs | <input type="checkbox"/> | Leashes |
| <input type="checkbox"/> | Water for you and dogs | | |
| <input type="checkbox"/> | Sunscreen | | |

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Membership Application

New Membership

Membership Renewal

Owner's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email address: _____

Would you like to join the Swimming Hole's Yahoo Group? Yes No

Do you have a Facebook Account? Yes No

Emergency Contact #1 Name: _____ Phone: _____

Emergency Contact #2 Name: _____ Phone: _____

Dog #1 Name: _____ Breed: _____ Age: _____

Color: _____ Weight: _____

Male Female Spayed or Neutered?: _____

Dog #2 Name: _____ Breed: _____ Age: _____

Color: _____ Weight: _____

Male Female Spayed or Neutered?: _____

Dog #2 Name: _____ Breed: _____ Age: _____

Color: _____ Weight: _____

Male Female Spayed or Neutered?: _____

Please use an additional page, if necessary, to tell us about any other dogs in your family.

Who is your family veterinarian or vet clinic? _____

To complete this application, please include:

This completed application

Proof of vaccines from a vet

The signed liability waiver

Membership payment

I have received a copy of, read, and agree to comply with The Swimming Hole LLC's attached rules and regulations following this page and am submitting my application freely.

Signature

Date

The Swimming Hole, LLC
Rules and Regulations

Rules to Play By:

Hours of operation: 7:00 a.m. to 5:30 p.m. Mondays through Fridays. 8:00 a.m. to 12:30 p.m. on Saturdays. Noon to 5:30 p.m. on Sundays. All visitors MUST check in at the front desk. We reserve the right to change the schedule as needed when necessary without notice.

- ENTER AT YOUR OWN RISK!! Guests and dog owners assume all risks and responsibilities when using The Swimming Hole park. Dog owners are responsible and liable for the actions of their dogs at all times.
- Please limit activity to The Swimming Hole park itself. Access is not granted to surrounding areas.
- The Swimming Hole is not responsible for any lost items.
- An adult must be supervising the dog(s) at all times. Do not leave any dogs unattended in the park. Dogs need to be under your visual contact and voice control at all times.
- Please bring fresh water for your dog to drink.
- All dogs must provide proof of current vaccinations, including Rabies, Distemper/Parvo, and Bordatella. Puppies must have had three puppy booster shots. We can keep vaccine information on file for you. Any dogs not current on vaccines at the time of their arrival can be refused entry to the park.
- Tell The Swimming Hole of any guest dogs when making your appointment so that we can verify their vaccines.
- If you opt to have any type of group play, either with other Members or your friends or family's Guest dogs, The Swimming Hole is not responsible for any damage to people or dogs.
- We strongly urge all dogs to be on a flea and tick preventative. While we treat our entire facility to the best of our abilities, The Swimming Hole is a bit more "natural" and is subject to the occasional country pest!
- Because we are outdoors, in the country, be aware of biting insects and snakes.
- All dogs MUST be on leash when not inside the fence of the park.
- Fishing is NEVER ALLOWED in the pond. The hooks and line are both very dangerous to dogs.
- Owners are responsible for pick-up and disposal of their dog's waste. A pooper scooper and trash can will be provided or you can bring poop bags.
- Make sure any toys you use in the pond FLOAT. Floating toys are available for purchase inside J-Canine Pet Resort.
- People must wear shoes in the park at all times.
- No running in the park unless you are a dog! Although the ground is maintained, this is a natural setting and the surface may be uneven or contain dips and holes.
- Owners must stop any digging and notify us immediately of any holes dug by their dog.
- Pond access is for dog enjoyment ONLY. No adults or children are allowed to swim or wade.
- All children must have direct supervision at all times. No children under the age of 6 are allowed without a life jacket on at all times. Strollers are never allowed. If meeting other Members, remember that not all dogs will be socialized with children. Keep children close and allow NO running or screaming.
- Food and drinks are allowed in the park, but all trash must be picked up before you leave. Left behind trash could be hazardous to the next dog. Glass containers are prohibited. No alcoholic beverages are allowed.
- No grills or fires are allowed.
- Smoking is not permitted.
- Do NOT tie dogs to the fence. Crates and/or ex-pens are welcome.
- No inhumane treatment of dogs is allowed; this includes no kicking, punching, hitting or poking with objects, slapping the nose, face or head, or other similar treatment.
- Dogs or children are not allowed to be left unattended in vehicles, regardless of the temperature.
- Owners must have in their possession the contact information for their dogs' veterinarian or emergency services provider.
- Violators of our rules are subject to removal from the park, suspension, or termination. If your membership is terminated as discipline for breaking park rules, not refund of membership will be made.
- HAVE FUN WITH YOUR FURRY FOUR-FOOTED FRIEND!!

Acceptance of Responsibility and Risk, Release and Waiver of Liability and Agreement to Indemnify

I hereby acknowledge that I have voluntarily applied for permission to use, with my dogs, the private dog park known as "The Swimming Hole" and operated by The Swimming Hole, LLC, and have submitted proof of Rabies, Parvo, Distemper, and Bordatella Vaccinations. I hereby understand and acknowledge that permission to use the Swimming Hole is a privilege and not a right. All information provided in my application is accurate and truthful to the best of my knowledge. I understand that falsification of information may result in termination of my membership and privilege to use the Swimming Hole with no refund. I further understand and agree that any violation of The Swimming Hole LLC's Rules and Regulations is grounds for immediate termination of my membership and privilege to use the Swimming Hole, with no refund. _____ (initial)

I understand that The Swimming Hole is an unsupervised facility, which means that there will be no agent or employee of The Swimming Hole LLC supervising it at any time. I understand that neither The Swimming Hole LLC nor its officers, representatives, owners, managers, agents, employees, contractors, or assigns (with all of the foregoing being collectively included in the term "Company and Its Representatives") assume any liability or loss for damage of any kind or injury sustained by any human or dog while using the Swimming Hole. I am aware that there are inherent risks and hazards involved in activities with and around dogs, and I am voluntarily participating in these activities with knowledge of these potential dangers. I am not relying on the Company and Its Representatives to prevent such occurrences. I understand that any group play, either with other member dogs or with my guests is more dangerous than individual play. I am responsible for any and all risks, including but not limited to injuries to dogs and people from normal to rough play and dog fights. I understand that no dogs using the Swimming Hole will be temperament tested, evaluated, interviewed or screened and that I am under no obligation to allow my dog to play with other dogs, and that the decision to do so is mine alone. I therefore expressly agree and assume all risks associated with using the Swimming Hold, as well as all structures, fixtures, equipment, and other property located therein. I agree that I am solely responsible for my behavior and my dogs' behavior while using the property comprising the Swimming Hole. _____ (initial)

I hereby acknowledge that I voluntarily applied to participate and use, with my dog(s), The Swimming Hole. I understand that the act of unleashing my dog(s) and being physically present inside the Swimming Hole necessarily involves risks of injury to me, my dog(s), and property, which risks are entirely my responsibility. Risks include, but are not limited to: exposure to plants, animals, insects, and reptiles which may cause injury or death to dogs and people; dog escape over, under, or through fences; plants and/or water sources in the park that may be harmful or poisonous to dogs; 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 or wild animals such as skunks, raccoons, opossums, snakes, turtles, coyotes, or stray dogs could be present in the park, all of which might injure or infect me and/or my dog(s) or others that are with me. I expressly assume any and all risks, known or unknown. _____ (initial)

By signing this document and using The Swimming Hole, I hereby waive and fully and forever release, discharge and agree to indemnify and hold harmless the Company and Its Representatives from and against any and all of the following (collectively "Claims"): liability, claims, demands, damages, loss, rights of actions or causes of action, costs and expenses, including without limitation, attorneys' fees, past, present, or future, known or unknown, anticipated or unanticipated, direct or indirect, resulting from or arising out of my or my dogs use or intended use of the Swimming Hole. **I FULLY AND FOREVER RELEASE AND DISCHARGE AND AGREE TO INDEMNIFY THE SWIMMING HOLE AND ITS REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES) EVEN IF SUCH CLAIMS ARISE FROM OR ARE ATTRIBUTED TO THE COMPANY AND ITS REPRESENTATIVES.** I understand and expressly agree that: I intend this Acceptance of Responsibility and Risk, Release and Waiver of Liability and Agreement to Indemnify ("Release and Agreement") to be as broad and inclusive as permitted by the laws of the State of Texas; I have carefully read this Release and Agreement and understand its content; I sign this Release and Agreement as an act of my own free will; the terms of this Release and Agreement are contractual in nature and are not just a recital; and I intend and agree to be legally bound by this Release and Agreement. _____ (initial)

I have received a copy of The Swimming Hole, LLC Rules and Regulations, have read and understood them, and agree to observe and abide by them.

Signature of owner or owner's agent

Date