



## INFORMATION AND RELEASE OF LIABILITY FOR THE BONEYARD DOG PARK

Dear Dog Park Access License (PAL) Holder,

Welcome to the Boneyard! We are excited that you are interested in utilizing the new dog park in Kingston, MA.

History and Funding: The Boneyard Dog Park Project has been under development since the Off Leash Dog Area Study Committee was charged in August 2014 and followed-up with an Off Leash Dog Area Implementation Committee in 2015. Both Committees were empowered by the Kingston Board of Selectman to deliberate, publicly debate and plan for a potential dog park somewhere on public land in Kingston. After many public meetings and analysis, the chosen site was a beneficial re-use of the Kingston Capped Landfill adjacent to the current Transfer and Recycling Station and the Sewerage Treatment Plant on Cranberry Road. With 100% design and 90% construction funding through the private Stanton Foundation ([www.thestantonfoundation.org](http://www.thestantonfoundation.org)) coupled with a 10% match by the Community Preservation Committee, a Dog Park Management Committee was formed to develop the chosen site into a fully-functioning dog park called, The Boneyard in 2016-2017.

Park Use: Working with Animal Control and Town Counsel, the Board of Selectman decided that the park will remain free for use. However, a permit for use will be required through the Town Clerk's office to both Kingston residents and non-residents with the proof of a valid dog license (and rabies certification). These Park Access Permits MUST be worn on the DOG HANDLER at all times during use of the Boneyard Dog Park. Park Access Permits (PALs) can be obtained at the Town Clerk's Office during normal Town business hours only. Use of the park without a PAL is not allowed and you will be asked to leave the park immediately. The use of the dog park is SOLELY at your own risk and you retain liability for any injury or issue that arises at your or your dog's fault. By using the dog park, you are agreeing to the liability waiver included herein.

### Management and Upkeep

While the Boneyard is officially managed through a Memorandum of Understanding with the Stanton Foundation by the Dog Park Management Committee appointed by the Board of Selectman, the day-to-day operations of the park will be cared for by the Friends of Kingston Dogs – a 501c3 charitable organization. This unique partnership with the Town of Kingston ensures proper operation and maintenance of the dog park in perpetuity. Costs for upkeep of the Boneyard are to be borne by the Friends of Kingston Dogs through fundraising and donations. To keep the park opening and operational, tax-deductible donations to the Friends of Kingston Dogs are encouraged. For more information on the Friends of Kingston Dogs, please visit their website at [www.kingstondogs.org](http://www.kingstondogs.org) or their Facebook Page @FriendsofKingstonDogs. If you would like to volunteer as a Friend, please sign up on the Facebook page and/or send an email to [friendsofkingstondogs@gmail.com](mailto:friendsofkingstondogs@gmail.com)

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## **TOWN OF KINGSTON BONEYARD DOG PARK LIABILITY WAIVER**

### **RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

As a condition of use, I understand that the use of this park and recreational facilities means that I am taking and assuming certain risks of damage or injury to myself, my guest(s), my property, my dog (s) and to others in the park and associated facilities. I realize that when dogs are around people and other dogs, some accident or injury may result, and that people, dogs and property might be injured or damaged.

I hereby agree to assume these risks, for myself, my guests, my property, and my dog(s). I agree that it is solely my responsibility to determine whether the dog park property itself and any particular situation involving other members, guests and dogs is safe for myself, my guest(s), my property, and my dog(s).

In exchange for the opportunity to use this park and its facilities, according to the Rules and Regulations, I hereby release and discharge the Town of Kingston officers and employees; and the Friends of Kingston Dogs and its officers, directors, and employees from any and all liability, claims, demands, causes of action, loss, damage or injury to person or property, including any death, serious or other damage or injury which may result while I or my guest(s), my property, or my dog(s) are on the dog park premises. I will hold harmless and indemnify the Town of Kingston officers and employees; and the Friends of Kingston Dogs and its officers, directors, and employees from any and all liability, claims, demands, causes of action, loss, damage or injury to person or property, including any death and serious or other damage or injury which may be caused by myself, my guest(s), my property or my dog(s) while on the dog park premises.

I am 18 years old or older and have the legal capacity to enter into a binding agreement. I intend for this release to be binding upon my heirs, successors, beneficiaries, next of kin, personal representatives or executors, and assigns.

I understand and acknowledge that the Town does not assign employees to monitor the park for compliance with the park rules on a regular or routine basis, but rather inspects on a sporadic basis, or following a report of violation. Failure to enforce any of the rules or regulations of the park by the Town does not amount to waiver, nor create any liability for the Town or the Friends of Kingston Dogs. Monitoring the park is the duty of all its users, not the Town. All violations can be reported to the Animal Control or Police Department.

By using and receiving the tangible benefits of the park without payment therefore and in consideration therefore, I state that I: 1) agree to the terms and conditions described herein and intend to be legally bound by them; 2) have read and fully understand the Park Rules and Regulations (and will explain the same to attending children and guests); 3) promise to comply fully with all of the conditions of Dog Park use; and 4) agree to be contacted by the Town of Kingston or the Friends of Kingston Dogs regarding issues and information related to the Boneyard Dog Park. I understand that violation of these terms, conditions, rules and regulations may result in suspension or revocation of my PAL and/or Dog Park privileges.



## Welcome to the Boneyard Dog Park *A Town of Kingston Park*

**This park is dedicated to fun and exercise with your dog.**

### **BONEYARD PARK RULES**

1. Access to Boneyard Dog Park is restricted to Town-approved users only.
2. PARK ACCESS LICENSES (PALs) are required to be affixed to handler(s) in a clearly visible manner at all times. Sharing badges or giving access to unregistered dog(s) will result in an immediate suspension of privileges.
3. As per state and local by-laws, all dogs 6 months of age or older, must be properly licensed and vaccinated for rabies.
4. Small dog area is restricted to dogs under 25lbs or with special needs.
5. Handler(s) are limited to a maximum of 3 dogs and are required to keep a leash with them at all times for each dog.
6. Dog(s) must never be left unattended. Handler(s) must keep an eye on their dog(s) at all times. Handler(s) must clean up after their dog and dispose of the waste properly. **Scoop your poop!** Only Frisbees and toy balls are allowed. No non-dog toys or treats.
7. No aggressive, sick or in-heat dogs are allowed. No animals other than dogs are allowed.
8. No group training is allowed.
9. No smoking, alcoholic beverages, glass containers, or open food of any kind. Agility components are for dogs only. No children allowed on the equipment.
10. Children under 16 must be accompanied and supervised by an adult. No running at any time. Please consider keeping children under the age of 12 from entering the park.
11. Access is restricted to the designated double-entry gates. Gates must be closed as all times. No congregating near entry gates.
12. Dog(s) must be leashed at all times outside the designated fenced area to avoid injury to any person(s) or dog(s).
13. All dog bites resulting in broken skin (puncture or scratch) must be reported to the Town of Kingston Animal Control Officer (ACO) 781-585-0529 or Kingston Police Department 781-585-0523.

Use of the Dog Park is at your own risk and person(s) making use of the Park shall be responsible for

injuries caused by their dog(s) and shall hold the Town of Kingston, the Friends of Kingston Dogs and their representatives harmless for same.

Dog Park Access Licenses (PAL) can be acquired at the Town Clerk's Office in the Kingston Town House during normal Town business hours. Proof of valid dog license and current rabies vaccination is required. The PAL is free and available for both residents and non-residents of the Town of Kingston.

Accepting a Park Access License indicates your understanding and agreement to the PARK RULES and the RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK. Park rules are subject to change. Any changes will be noticed at the Dog Park Kiosk.

#### **ADDITIONAL PARK ETIQUETTE AND SAFETY SUGGESTIONS:**

1. If aggressive action is observed, the dog causing the aggressive behavior should leave the area immediately.
2. Children under twelve (12) years of age should be closely supervised at all times. It is strongly urged, for their own safety, young children not enter the enclosed/fenced in part of the dog area.
  - a. Do not allow children to behave wildly in the park. Do not permit them to run, scream, chase the dogs, grab the dogs, or tease the dogs. Some dogs are not used to small children; these dogs may feel scared or threatened if a child runs toward them or grabs at them.
  - b. Dogs often run fast and play vigorously with each other while in the park, and they may inadvertently knock down and hurt a child who is standing out in the open.
  - c. Children should never approach or touch any dog without first asking the owner's permission.
  - d. The safest place for a child is sitting quietly on a bench or standing by a parent's side and holding the parent's hand. Remember that your main responsibility while in the park is to monitor your dog and to be prepared to intervene if there is any sign of trouble. Before bringing children to the park, consider whether you can effectively supervise both the dog and the children at the same time.
3. Users already inside the park should call their dogs away from the gate until the new arrivals have entered.
4. Unleash your dog as quickly as possible after entering the park. A dog often feels vulnerable being on leash while other dogs around it are off leash.
5. You should always watch your dog closely and be prepared to intervene if the interaction seems to be getting out of hand or becoming too uncomfortable for a particular dog.
6. Mounting ("humping") is often a way by which one dog expresses dominance over another. Do not allow your dog to mount another dog, as this behavior is very likely to lead to a fight. Even if your dog means no harm, the other dog is very likely to take offense.
7. While dogs under 6 months are allowed to use the park without a Park Access License, for safety reasons, we discourage the use of the park by dogs under 6 months.