

Bluffton Parks Department K-9 Kommons
Recommendations for Fun and Safety

The Bluffton K-9 Kommons is open from dawn to dusk for registered key holders only. Under no circumstances before 7am or after 10pm will be permitted in the park. The maximum number of dogs in the playground at any given time is 20. Please limit your visit to one hour during times of peak use.

- A dog park membership is required to use this facility. Registration information is available in the Bluffton Clerk Treasurer's office in City Hall.
- **Always keep an eye on your dog. Never leave your dog unattended.**
- Dogs known to exhibit vicious, fierce, aggressive, or dangerous behavior are not permitted in the park. If your dog becomes unruly or aggressive toward other dogs, you must leash your dog and exit the enclosure.
- Always clean up after your dog. It's the law. A container is available in the park for this purpose. Please bring your own bags.
- Female dogs in season are not permitted in the playground and should not be brought to the park.
- Dogs, owners, and users creating a disturbance or violating rules must leave the playground if requested by law enforcement personnel, park personnel, or their designated agents. Misuse of the park or allowing non registered pets in will cause the forfeiture of your key and no refund will be issued for any unused days. Individuals failing to comply with the posted rules are subject to citation, expulsion or arrest, as well as dog(s) impounded.
- Excessive barking is prohibited.
- No more than two dogs per handler are allowed at a time.
- Puppies under four (4) months of age are not permitted in the playground. Puppies are not fully vaccinated, and are vulnerable to disease and injury.
- Dog handlers must be 16 years of age or older. Children under sixteen (16) years of age must be accompanied by an adult.
- Dogs may not be left unattended or out of sight range or voice command.
- **Dogs must be on a 6' leash** until safely inside the playground enclosure (corral). It's the law.
- Please remove pinch (prong) collars and spike collars from dogs before entering the park. Other dogs can be injured while playing.
- No animals other than dogs are permitted in the dog park. No wolves or wolf hybrids allowed.
- Do not bring glass containers to the facility.
- Do not bring food (people food, dog food or dog treats) into the playground. Many owners do not feed treats and some dogs may be allergic. Food may also make a docile dog aggressive.
- No tobacco products in or around the park. Cigarette butts and food wrappers are unhealthy for dogs.
- Maintenance needs of the site will vary based on weather and use. You are asked to vacate the playground during maintenance activities.
- Dogs should receive year-round heartworm prevention treatment.
- Professional dog trainers shall not use the park to conduct their business.
- Do not open the outside gate if an inside gate is open.

Be Aware of Risks

While it may be tempting to stand back and be a passive observer, all users will have a much more rewarding experience if basic rules are actively observed. Use of the park is not a right - it is a privilege. Please do not allow unacceptable or irresponsible behavior to ruin the fun for other users. Bluffton Parks and Recreation strives to provide a fun, safe environment for you and your dog. However, by using this facility you agree that you understand and assume all responsibility and liability for the risks of unleashing your dog in the facility.

Potential risks include, but are not limited to:

- Infectious diseases such as rabies, kennel cough or Lyme disease.
- Dog theft or unlawful capture by other people.
- Dog escapes over or under fences.
- Plants and/or water sources in the park that may be poisonous to dogs.
- Park vegetation that may have burrs or seeds that could get tangled in a dog's coat or lodge in a dog's feet, ears, or eyes.
- Mosquitoes, ticks, chiggers, fleas or other insects that may be present.
- Dog fights, dog bites and injuries to humans and other dogs.
- Wild animals in the parks such as skunks, raccoons, or stray dogs, all of which might injure or infect your dog.
- Young children are easily knocked over or trampled by running dogs.
- Herding dogs may nip at children while attempting to round them up.
- This is the dog's park. There are plenty of other parks and playgrounds where children can be socialized. Not all dogs are child-friendly. Never allow your child to approach or pet a dog without the owner's presence and approval.
- **Parents:** If you do bring your children into the K-9 Commons, please teach them how to behave with animals and what to do in an emergency:
Never run! Hide face. Tuck arms and legs into body. Curl up in a ball, face down on hands and knees. Be as still and quiet as possible. Wait for help or until the dog has left.

In order for the bite to be defined as a bite - it must break the skin and must have been caused by oral contact (not a nail scratch).

A dog bite to a human or another animal **must be reported**. The biting animal will be quarantined for ten days to ensure it is healthy and does not pose a rabies risk. In this case, the bite most likely happened inside the confines of the K-9 Commons so the dog will be considered legally restrained at the time of the bite. If a dog bite happens while at the park:

- Immediately secure the biting dog and the victim dog. Leash them and keep separated.
- Any wounds should be washed immediately with clean water.
- Owners of dogs involved should exchange names, addresses, and telephone numbers.
- Owners should then take their dog home or to a veterinarian for necessary medical care. If a bite has occurred to a person, consult a physician.

- If the biting dog's owner lives inside the city limits of Bluffton they should call to dispatch an Animal Control Officer (824-6063) to take a bite report and enact quarantine.
On weekends and holidays call: 824-3320
- Dogs that have bitten while at the K-9 Kommons will not be allowed to return.
**The Bluffton K-9 Kommons is not staffed or supervised by any agent or employee of Bluffton Parks and Recreation Department or the City of Bluffton. Users therefore are required to abide by posted rules and etiquette at all times while on the premises. Police and Animal Control Officers will make periodic site visits. **

Dog owners and individuals accompanying them use the facility entirely at their own risk and that of their dogs. Owners are responsible and liable for the actions and behavior of their dogs at all times. Neither Bluffton Parks and Recreation nor the City of Bluffton assumes liability for loss, damage, or any kind of injury sustained by any human or dog while using the Bluffton K-9 Kommons.

It is important to familiarize yourself with pertinent City Ordinances that apply to this playground as well as parks and park facilities in general. Visit our **Park Ordinances** page for more information.

Recommendations

- Do not open the outside gate if an inside gate is open. Be patient.
- Ensure that the all gates are closed behind you and replace the padlock. Check all entrances before unleashing your dog.
- Remove your dog's leash inside the double-gated holding pen. Be sure gate area is not congested with excited dogs ready to pounce on your dog. Enter the area, close gate and move your dog away from the entrance.
- Dogs should receive year-round heartworm prevention treatment.
- Have drinking water readily available for your dog before and after exercise. You must provide your own water and bowls.
- ALL dogs benefit from guidance and structure. Basic obedience training is a must for safety, and a well-socialized happy dog. This is one of the best things you can do for your dog – and your family and friends.

Final Notes

Maintenance crews will conduct turf care and other site work as the need arises. Please allow them to complete their tasks to ensure the site meets expectations. You will need to vacate the play area while this work is in progress.

For practical reasons, the play fields WILL NOT be plowed of snow. Mother Nature will guide site use during snow periods.

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Please retain this information and ensure that family members and friends who may accompany you to the park are aware of the rules, regulations, recommendations and risks that apply.

It is important that you familiarize yourself with pertinent City Ordinances that apply to the use of this site as well as park and park facilities in general. These ordinances are available at the City of Bluffton web site at: <http://www.blufftonindiana.net>

**Bluffton K-9 Kommons
Dog Park and Off-Leash Play Area
Waiver and Release**

Please read this form carefully and be aware that in consideration for permission to use these facilities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you or your dog might sustain as a result of participating in any and all activities connected with and associated with use of these facilities and the surrounding areas.

I hereby acknowledge that I have voluntarily applied to participate and use with my dog(s), Bluffton K-9 Kommons Dog Park and Off-Leash play areas ("Parks") owned and operated by the City of Bluffton in conjunction with its Parks and Recreation Department. I understand that the act of unleashing my dog and being physically present within the parks necessarily involves risks of injury to me, persons that accompany me, other people using the Parks, my dog(s) and other dogs. I understand that the aforementioned risks are entirely my responsibility and I expressly assume that responsibility knowingly and voluntarily. When this Waiver and Release refers to "my dog", it includes me whether or not I am the legal owner of the dog, since I am the person responsible for the dog while using the Parks.

I understand that the permit/license system is not established to guarantee that dogs in the Parks are safe or healthy. I also understand that dog activities are intended to provide a fun and rewarding experience for a dog and its owner/handler. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including death, to the dog, its owner/handler or other persons or animals. 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 that not all hazards and dangers associated with dog activities can be foreseen. I agree to assume the risk of any injury to me, any individuals (including children) that may accompany me in the Parks, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious, and dangerous dogs which may be present in the Parks.

I further understand and assume the risk that not all dogs in the Parks may have been vaccinated for distemper, parvo, or rabies, all of which could result in injury to me, any individual (including children) accompanying me, and my dog(s). I also understand that there are certain inherent risks including the propensity of a dog to behave in dangerous ways. Additional risks include, but are not limited to: The inexperience or irresponsibility of a dog owner/handler, the inability to predict a dog's reaction to sound, movement, objects, persons or other animals, dog fights, dog bites, and injuries to humans and other dogs: dog theft or unlawful capture; dog escape over or under fences; plants in the area that may be poisonous to dogs or people; mosquitoes, ticks, chiggers, fleas or other insects may be present; and wild animals such as skunks, raccoons, opossums, or stray dogs that could be present in and around the Parks, all of which might injure or infect my dog(s), as well as slip and falls, premises defects, equipment failure, failure in instruction/supervision, as well as all other circumstances inherent to dog and/or outdoor activities. I knowingly and voluntarily accept responsibility for all of these risks in exchange for the privilege of using the Parks.

It is my understanding that no agents or employees of the City of Bluffton will supervise the Parks at any time and I therefore expressly assume responsibility for all risks associated with the Parks as well as fixture and equipment that may be located there in an unsupervised manner.

By signing this Waiver and Release and using the Parks, I fully release and discharge the City of Bluffton, its Parks and Recreation Service Department, and their employees and agents as well as any private citizen volunteers as Parks stewards which have been sanctioned by the City from any claims, demands, damages, rights of action, present or future, known or unknown, anticipated or unanticipated, resulting from, or arising out of, my use or intended use of the Parks. I fully and forever release and discharge the City of Bluffton, its Parks and Recreation Department, and their employees and agents, as well as any sanctioned volunteers from any and all negligent acts or omissions with regard to the Parks and intended to be legally bound by this Release. I assume sole responsibility for, and agree to indemnify and save harmless the City of Bluffton, its Parks and Recreation Department, and all of the employees, agents and volunteers of each for any damages from bodily injury, death, or damage or loss to property including legal and expert witness fees caused by the previously described parties.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND UNDERSTAND ITS CONTENTS. I HAVE ALSO RECEIVED A COPY OF THE DOG PARK AND OFF-LEASH PLAY AREA RULES AND REGULATIONS AND AGREE BY AFFIXING MY SIGNATURE BELOW TO COMPLY WITH THOSE RULES AND WILL ENDURE THEIR COMPLIANCE WHILE USING THE PARKS. MY SIGNATURE CONFIRMS THAT I AM ALSO NOT AWARE OF ANY INCIDENTS IN WHICH MY DOG HAS SHOWN AGGRESSIVE, FIGHTING, OR BITING BEHAVIOR TOWARDS OTHER ANIMALS OR PEOPLE.

Dog Owner (Print Name) (Signature) Date: _____

Additional Handler (Print Name) (Signature) Date: _____

If Dog Owner or Handler is under age 18, the name and signature of a parent or legal guardian is required:

Parent (Print Name) Parent (Signature) Date: _____

Name of Youth(s) _____

Bluffton K-9 Kommons Dog Park Registration

DOG OWNER INFORMATION

Name(s): _____ Phone: _____

Full Home Address: _____

E-Mail Address: _____

Circle residency: City Resident \$15 Out of City; Wells County Resident \$20 Non Wells County Resident \$25

DOG INFORMATION & EVIDENCE OF VACCINATIONS REQUIRED

Dog #1 Name: _____ Breed: _____ Gender: _____

Vaccination Record Verified: _____ Issued by: _____ S/N _____

* You must provide verification that your dog has current vaccinations and parasite preventative.

Dog #2 Name: _____ Breed: _____ Gender: _____

Vaccination Record Verified: _____ Issued by: _____ S/N _____

* You must provide verification that your dog has current vaccinations and parasite preventative.

Dog #3 Name: _____ Breed: _____ Gender: _____

Vaccination Record Verified: _____ Issued by: _____ S/N _____

* You must provide verification that your dog has current vaccinations and parasite preventative.

Dog #4 Name: _____ Breed: _____ Gender: _____

Vaccination Record Verified: _____ Issued by: _____ S/N _____

* You must provide verification that your dog has current vaccinations and parasite preventative.

Below list any additional handlers that are in your immediate family that will be using the dog park. Anyone over 18 must sign before we can provide you with a key.

I have carefully read and understand the release of liability information and I agree with and accept its terms and conditions. I also acknowledge I have received a copy of the Dog Park Rules and agree to abide by them.

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____