

## Los Lagos II Homeowners Association

### DOG PARK USE WAIVER AND RELEASE

I hereby acknowledge that I have voluntarily applied to participate and use the dog park ("Park") operated by the Los Lagos Property Owners Association (LLVHOA).

I understand that the act of unleashing my dog(s) and being physically present within the Park necessarily involves a risk of injury to me, any persons that accompany me, other people using the Park, my dog(s), and other dogs. I understand that these risks are entirely my responsibility and I expressly assume that the 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 Park.

I understand that the registration/license system is not established to guarantee that dogs in the Park 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, other persons or other 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 accompany me to the Park, and my dog(s). I understand that this risk may result from fierce, aggressive, vicious and dangerous dogs which may be present in the Park.

I further understand and assume the risk that all dogs in the Park may not have been vaccinated for Bordetella, distemper, parvovirus, or rabies, all of which could result in injury to me, any individuals (including children), accompany me, and my dogs. I also understand that there are certain inherent risks, including the propensity of a dog to behave in a dangerous way. 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 fence, plants in the area that may be poisonous to dogs or people; mosquitos, ticks, chiggers, fleas, or other insects that may injure or infect my dogs; slip and falls, premises defects, equipment failure, failure in instruction/supervision, and 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 Park.

It is my understanding that no agents or employees of LLVHOA will supervise the Park at any time and I heretofore expressly assume responsibility for all risks associated with the Park as well as any fixtures and equipment that may be located there in an unsupervised manner. In signing this Waiver and Release, I fully release and discharge LLVHOA and its elected and appointed officials, employees and future volunteers, and others working on behalf of LLVHOA from any and all claims, demands, damages, rights of action, whether present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my use or intended use of the Park. I fully and forever release and discharge LLVHOA, its elected and appointed officials, employees and volunteers, and others working bound by this Release. I assume sole responsibility for, and agree to indemnify and hold harmless LLVHOA, its elected and appointed officials, employees and volunteers, and others working on behalf of the LLVHOA for any damages or bodily injury, death, or damage, or loss to property, including expert and witness fees.

I have carefully read this Waiver and Release and understand its content. I have also received a copy of the LLVHOA Dog Park Rules and Regulations, and agree by affixing my signature to the below to comply with those rules and regulations.

My signature confirms that I am also not aware of any incidents in which my dog(s) has/have shown aggressive, fighting or biting behavior towards people or other animals.

Member Name (Primary): \_\_\_\_\_

Member's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Los Lagos Vista Dog Park Rules and Information

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| <p>Park is open dawn until dusk.</p> <p>Dogs must be accompanied by their owner.</p> <p>No dogs are to be left unattended.</p> <p>Children must be accompanied by an adult.</p> <p>No aggressive dogs.</p> <p>All dogs must be registered as required by owner's city of permanent residence.</p> <p>All dogs must have current vaccinations.</p> <p>You are required to clean up after your dog and properly dispose of all waste.</p> <p>All county and state codes are required and are strictly enforced.</p> <p>Request permission from the dog owner(s) to have your dog enter.</p> | <p>Dogs are not allowed to engage in rough play.</p> <p>No dogs under 5 months old allowed.</p> <p>No female dogs in heat.</p> <p>No sick dogs.</p> <p>Do not allow your dogs to jump on people.</p> <p>Owners are responsible for their dog's behavior.</p> <p>Use this Park at your own risk.</p> <p>No glass of food (including dog treats) in Dog Run.</p> |
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*Reference HOA CC&Rs Article II Section 2 on Los Lagos Vista website. [Loslagosvistashoa.com](http://Loslagosvistashoa.com)*

### LOS LAGOS II HOMEOWNERS ASSOCIATION NO.1 SCHEDULE OF MONETARY PENALTIES

<u>Category of Violation</u>	<u>Monetary Penalty</u>
<b>Renting in violation of CC&amp;Rs/Rules</b> 1. Unauthorized renting for less than 1 month or more than 6 months within a 12-month period. 2. Unauthorized fulltime renting. 3. Failure to submit a tenant registration form each time unit is rented.	<b>72 Hour Warning Notice to correct</b> 1st Notice: \$500.00. Loss of Rec key 2nd Notice: \$1,000.00 3rd Notice: \$1,500.00 * Penalty in accordance with AZ Statute
<b>Pets</b> 1. Failure to pick up pet feces on common ground or patios. 2. Failure to keep dog on leash, nuisance barking, unsupervised tethering, more than 2 dogs per unit or other violations under Pet Rules. <i>Dogs that attack or cause injury to humans or other dogs are grounds for removal of animal with \$500.00 per incident fine.</i>	<b>Warning Notice</b> 1st Notice: \$75.00 2nd Notice: \$125.00, Loss of Rec key 3rd Notice: \$200.00

Los Lagos HOA Dog Run Agreement **Owner Form**

I have read and agree to abide by the Los Lagos HOA Dog Run Rules. If you do not have a Dog and are allowing your renter to use the Dog Run, please complete all your Contact information and sign the permission at bottom of the form.

Print Name(s)

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Signature(s)

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Date: \_\_\_\_\_

Signature(s)

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Date: \_\_\_\_\_

Condo Address (# and  
Circle)

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Telephone Number(s)

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Email  
Address(es)

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Dog Name, Breed and  
Weight

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Dog Name, Breed and  
Weight

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I give permission to my renter(s) to use the Dog Run. The Renter(s) is required to sign the Indemnity Form and Dog Run Agreement. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Los Lagos HOA Dog Run Agreement   Renter Form**

**I have read and agree to abide by the Los Lagos HOA Dog Run Rules.**

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**Print Name(s)**

\_\_\_\_\_  
\_\_\_\_\_

**Signature(s)**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature(s)**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Condo Address (# and  
Circle)**

\_\_\_\_\_

**Telephone Number(s)**

\_\_\_\_\_

\_\_\_\_\_

**Email  
Address(es)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dog Name, Breed and  
Weight**

\_\_\_\_\_

**Dog Name, Breed and  
Weight**

\_\_\_\_\_

<b>Owners: Name (Print)</b> _____ <b>telephone #</b> _____ <b>Address</b> _____
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**Attach Owners permission.**