

## 2020 TNT Diving Dogs Facility Rules Membership (April - October) Dock Diving Season

1. ENTER AT YOUR OWN RISK! Use of any dog facility entails some risk; use of the facility with dogs that are around other strange dogs and strange people involves even greater risk. Do not use TNT Diving Dogs facility unless you agree not to hold TNT Diving Dogs, Angela Hill, NADD, & AKC liable should you, your guest, your children, or your dogs be injured while on TNTDD premises. Also, while at the facility, you are responsible for any liability or damage cause by you, you're dogs, or your guests. If your dog should get injured in an event, injure another dog or person, you are liable; you are responsible for your dog's safety & behavior.
2. All dogs that are owned by the member that are on TNTDD premises must be listed on the TNTDD Membership Application. You must own or have legal custody of the dogs that will be on TNTDD's premises. You can add dogs as you acquire them.
3. All dogs must be healthy, have current rabies, Bordetella & DHPP vaccinations.
4. Member must pick-up his dog's feces and/or vomit, and place in tied plastic baggie in trashcans.
5. Please potty your dog before going on the dock. There will be a 3-strike rule. If your dog potty's on the dock 3 times your membership will be revoked.
6. You will be responsible for any damage (dock, crates, or property) caused by your dog.
7. All dogs at TNTDD must be on-leash in the event & training areas. **NO LOOSE DOGS AT ANY TIME! 6' MAXIMUM LEASH. NO RETRACTABLE LEASHES.** If your dog is running loose 3 times, your membership will be revoked.
8. Member must have possession of a dog leash at all times.
9. Rough play is fine as long as it is consensual. Rough play and chasing is not acceptable if any of the dogs involved is not comfortable with the situation. Just because a dog's intent is to play, does not make the dog's behavior acceptable or tolerable if the other dog is not enjoying itself.
10. Member will take immediate action if his dog displays annoying, aggressive or intimidating behavior (posturing, growling, biting, and toy possessiveness) to another dog or Member or activity participant. Member will either move his dog to another area or do whatever she/he has to do to prevent the behavior from recurring or leave the facility.
11. To avoid a dog fight, I agree that I can control and command my dog while at the facility and I will keep watch on my dog(s) and be within command distance the entire time while at the facility to insure it is not exhibiting aggressive or antagonistic behavior. I further agree I will do everything possible to remove my dog from situations uncomfortable to me, my dog, other dogs, or their owners
12. Should an attack occur, aggressing dog must leave immediately.
13. Member will closely supervise any accompanying minor children at all times. Member will ensure that accompanying children behave in a mature manner (e.g. no running, no flailing, no screaming, no dog chasing, and no petting other Members' or activity participants dogs without Member's or activity participant's prior permission.
14. Member will not bring any sick, injured, or parasite-infested dog into the Facility.

15. Puppies under 3 months of age are prohibited. Puppies must have 3 sets of boosters and Bordetella.
16. Female dogs in season are not allowed.
17. Dogs or children are not allowed to be left unattended in vehicles, regardless of the temperature.
18. No running at the facility unless you are a dog. Although the ground is maintained, this is a natural setting and the surface maybe uneven or contain dips or holes. Because we are outdoors, in the country, please be aware of biting insects and snakes.
19. No more than 3 dogs per member/per day on the weekends.
20. You will be limited to 5 minutes per dog on the dock. Then you will have to get back in line for your next turn.
21. No pushing your dog off the dock.
22. If your dog has not dock jumped or is a beginner, you will have to sign off by an instructor before you are allowed on the dock unsupervised.
23. American Kennel Club rules will also be enforced during a trial.
24. Violators of our rules are subject to removal from the facility, suspension, or termination. If your membership is terminated as discipline for breaking facility rules, no refund of membership dues will be made.
25. TNTDD reserves the right to refuse admittance to any dog/person.
26. Membership is not refundable for any reason.

TNTDD further reserves the right to amend, change, or create rules which will be posted online, and you agree to be bound TNTDD further reserves the right to amend, change, or create rules which will be posted online, and you agree to be bound by any changes, amendments, or new rules.

#### **Photo Release and General Release of Liability**

I authorize TNT Diving Dogs & photographers to photograph and/or video my dog or me and to use these images in future books, videos, promotional or educational materials, and hereby waive my claim to any compensation for such use. I, the legal owner of this/these dog(s), or its handler, understand that in consideration for being a member of TNT Diving Dogs facility, that I am releasing, waiving, discharging and covenanting not to sue TNT Diving Dogs. (hereafter referred to as TNTDD), American Kennel Club (hereafter referred to as AKC), North America Diving Dogs (hereafter referred to as NADD) and Debra L. Markwardt its officers, owners, promoters, trainers, employees, sponsors, clients and each of them, for losses or damages and any claim of damage of any kind on account of sickness, death, loss or and/or injury to my dog or any other dog or person, as a result of negligence or otherwise, while the dog is on TNTDD's premise, or after it leaves TNTDD. If I have withheld information from TNTDD regarding any aggressive behavior or tendencies in my dog, and my dog causes injury or loss to another dog or person, I will defend and indemnify TNTDD from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. I understand and expressly agree that this release, waiver and agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that I have carefully read this release and know the content of the release, and sign this release as an act of my own free will, and that the terms of this release are contractual in nature and not just a recital. I am aware that there are inherent risks and hazards involved in activities at TNTDDD, with and around dogs, and I am voluntarily participating in these activities with the knowledge of these potential dangers. I am not relying on TNTDD, AKC, NADD or its staff, volunteers, management, officers, owners, promoters, trainers, employees, sponsors, clients and each of them to prevent such injury or occurrences. I hereby waive any and all claims or actions that I, or my guardians, representatives, or assigns may have against TNTDD, and agree to release TNTDD from any and all liability for personal injury to myself, my dog, children in my charge, or harm to property caused directly or indirectly by acts that might occur while at TNTDD or on the TNTDD premises. I further agree to indemnify, defend and hold TNTDD harmless for damages, loss liability or expenses, including legal costs

and attorney's fee which result from any damage caused by myself, children in my charge, or dog(s) that I own or handle.

By my signature I indicate that:

1. I have read, understand the TNT Diving Dogs Rules
2. I agree to observe and abide by TNT Diving Dogs Rules
3. I agree that I am solely responsible for my behavior and my dogs' behavior while on TNT Diving Dogs property, and hereby indemnify and hold harmless TNTDD, NADD, AKC and its owners, officers, directors, employees, promoters, trainers, sponsors, agents, clients and each of them against any liability, damages or other expense (including attorney's fees and costs) arising from my use of or presence at TNTDD, including any harm/injury done by or to my dog(s), myself, other persons in my party or my car.

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Member Signature

Date

Spouse Signature

Date