



6th Annual

“WHO LET THE DOGS OUT”

DOG EVENT FOR DOG LOVERS & THEIR DOGS

Saturday, August 6, 2011
Bellamy Harbor Park
10:00 a.m. – 1:00 p.m.

All your little buddies must be licensed in New York State, up-to-date on shots and leashed at all times during the event. Limited to 1 dog per family with a total limit of 50 dogs for the event.

AN ADULT LICENSED OWNER OR ADULT REPRESENTATIVE OF OWNER MUST ACCOMPANY MINOR CHILD AND DOG AT ALL TIMES.

All applications to participate in this event must be submitted by August 4, 2011

For More Information contact Cindy at 339-7661 or Louise at 339-7659



APPLICATION

Please fill in each item completely and be prepared to provide (if requested) proof of address, licensing, vaccination and/or veterinary records about your dog(s)

Dog’s Name/Age/Sex/Breed (if known):

License No: Dog spayed or neutered?

Date of most recent vaccination for:

Rabies (required): Bordetella (recommended):

DHLPPV (required):

Licensed Owner:

Address: Phone:

Name of Handler on August 6, 2011: Age:

Will the Licensed Owner be accompanying the minor?

If not, please indicate the name and age of who the Licensed Owner consents to accompany the minor and dog: Age

Category Entered (select all that apply):

\_\_\_\_\_ Smallest

\_\_\_\_\_ Biggest

\_\_\_\_\_ K9-Karaoke

\_\_\_\_\_ Best costume

\_\_\_\_\_ Do you look like your dog

\_\_\_\_\_ Dancing with the Stars

***“You be the Judge”  
Peoples Choice***

***ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE RELEASE AND ADHERENCE TO CITY OF ROME AND ROME ROTARY Canal Fest – BELLAMY HARBOR PARK RULES ARE CONDITIONS OF APPLICATION APPROVAL. ENTRY APPROVAL MAY BE REVOKED FOR NONCOMPLIANCE.***

I acknowledge receipt of a copy of the Rules and Regulations for Bellamy Harbor Park (attached herewith) and that I have read and fully understand same.

I have received and carefully read the waiver/release of liability (attached herewith) for using Bellamy Harbor Park and understand, agree and accept its terms and conditions as indicated by my signature.

ASSUMPTION OF RISK: By signing this application, I agree to abide by all rules and regulations for Bellamy Harbor Park under penalty of law and I agree to indemnify, defend and hold harmless Rome Rotary and City of Rome for all loss, damage, injury or cost that I and/or my dog(s) may suffer as a result of the use of Bellamy Harbor Park for said event. Further, I hereby acknowledge that I voluntarily have applied to participate and use, with my dog, the Bellamy Harbor Park for this special event and understand that being physically present on the Bellamy Harbor Park necessarily involves risks of injury to me, other people, my dog and other dogs, including, but not limited to, risks resulting from aggressive or dangerous dogs, unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the actions of my dog, myself and the minor child. I understand that while the Rome Rotary is sponsoring this event, I remain responsible for the supervision of the conduct of my dog and minor child accompanying said dog, if any. I agree to carefully inspect and satisfy myself/ourselves that the facilities provided are safe for their intended use. Once having conducted the inspection I/we agree to expressly assume all risks for myself, my guardians, my children and my dog participating at these premises. I further understand and agree that Rome Rotary and City of Rome are not liable for any loss, damage, or injury of any kind sustained by any human or dog while using the Bellamy Harbor Park. I therefore assume all risks associated with using the Bellamy Harbor Park, as well as any fixtures or equipment attached thereto or located therein. Further, I have reviewed this application and know all statements made to be true.

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

Licensed Dog Owner

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

Representative of Licensed Dog Owner over Age 18

If Owner will not be present with child and dog

**GENERAL RELEASE/WAIVER OF LIABILITY**

*Please read carefully and sign before a notary public*

This general release executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In consideration of being permitted to utilize the Bellamy Harbor Park on August 6, 2011 for the “Who Let the Dogs Out Event”, I \_\_\_\_\_, and \_\_\_\_\_ (representative of owner if owner shall not be present with minor and dog at even) whose address(es) is/are \_\_\_\_\_, [hereinafter, “Releasor(s)”], for himself/herself/themselves or spouse; legal representatives, agents, heirs, and assigns hereby releases, waives and discharges Rome Rotary and City of Rome, New York its agents, officers, employees and assigns, the State of New York, its agents, officers, employees and assigns (each hereinafter, “Releasees”), from all liability to the Releasor(s), or spouse, legal representatives, heirs and assigns for any and all loss or damage; claims or damages (including attorney’s fees) resulting from Releasor(s)’s use of the Bellamy Harbor Park on account of injury to Releasor(s)’s or his/her dog utilizing the Bellamy Harbor Park, or injury to Releasor(s)’s or his/her dog or property whether caused by negligence of Releasees or other persons utilizing the Bellamy Harbor Park (or their respective dogs or pets).

Releasor(s)’s further agrees to indemnify, defend and hold harmless the Releasees from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing by the act of other persons, owners, guardians, caregivers and/or their dog while in or upon the grounds or near any entrance thereto, and I/we further agree to hold the Releasees harmless from any claim for loss of my/our dog by disappearance, theft, death or otherwise, and from any claim for damage (including attorney’s fees) or injury to my/our dog, whether such loss disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of the Releasees or by the negligence of any other person, or any other cause or causes.

Furthermore, the Releasor(s) expressly agrees/agree that he/she/they is/are solely liable for and agree to indemnify and save the Releasee from any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the Releasees for damage because of bodily injuries, including death at any time resulting therefrom, sustained

by any person or persons, including myself/ourselves or on account of damage to property, arising out of or in consequence of my/our participation in the use of the Bellamy Harbor Park, howsoever such injuries, death or damage to property or persons may be caused, and whether or not the same may have been caused or may be alleged to have been caused by negligence of the aforementioned Releasees or any other persons.

Releasor(s) expressly agree(s) that this release, waiver and indemnity agreement is intended to be a broad document and as encompassing as permitted by the laws of the State of New York, the County of Oneida and the City of Rome.

In witness thereof, Releasor(s) has/have read and understood the content of this document and has/have executed this release at Rome, New York, this day and date first written above.

\_\_\_\_\_  
(Signature of Dog Owner)

\_\_\_\_\_  
(Signature of Representative over Age 18 years )  
If Owner shall not be accompanying dog and minor at event

STATE OF NEW YORK            )  
COUNTY OF ONEIDA) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the individual described in and who executed the foregoing instrument, and that he/she acknowledged to me that he/she completely read, understood and executed same.

\_\_\_\_\_  
NOTARY PUBLIC/COMMISSIONER OF DEEDS