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## Member Application

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

Member's Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**Membership Plan:** Spa \_\_\_\_\_ Fido \_\_\_\_\_ Fitness \_\_\_\_\_ Squash \_\_\_\_\_ Full Facility \_\_\_\_\_  
*All memberships can be cancelled at anytime*

**Membership Preference:** Month-To-Month \_\_\_\_\_ Yearly \_\_\_\_\_

**Monthly/Yearly Membership Amount:** \_\_\_\_\_

As a valued member, we would like to take and retain your photograph to place with your membership profile. We value and respect your privacy, this photo will not be used in marketing or shared with third parties outside of Venus De Fido. Please select your preference below:

- \_\_\_\_\_ Yes - Venus De Fido has my consent to take and retain my photograph.  
\_\_\_\_\_ No - Venus De Fido does not have my consent to take and retain my photograph.

# **WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Venus De Fido, referred to as "Club"

Upon signing this Agreement and forever thereafter, you (Buyer, each member and all guests) agree that if you engage in any physical exercise or activity, use any Club facility, or are present on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether such injury or damage arises out of or during physical exercise. Your assumption of risk includes but is not limited to your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, jacuzzi, sauna, squash courts dog park, lobby area, or any other part or item in or around the Club facility. You agree to assume the risk of your participation in any activity, class, program, instruction, or Club-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with using the Club facilities, equipment and premises including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your spouse, all your, children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Club and our owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Club, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) Club's improper maintenance of any exercise equipment or facilities, (c) Club's negligent instruction or supervision, including personal training, and (d) you slipping and falling while in the facility or any portion of the premises for any reason, including Club's negligent inspection or maintenance of its facility. By executing this Agreement, you hereby agree to indemnify and hold harmless Club from any loss, liability, damage, or cost Club may incur due to your presence at the Club facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that the Club is designed to and does offer a service to its members encompassing the entire fitness spectrum. The Club is not in the business of selling, leasing or otherwise placing into the stream of commerce weight lifting equipment, exercise equipment, or other such products, and the use of any such items is incidental to the service provided by the Club.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against club for its negligence, or for any defective product on its premises. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement has been made. You agree, for yourself and your spouse, children, successors, heirs and assigns, that the above representations are contractually binding, and are not mere recitals, and that should your successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including reasonable attorney's fees) incurred by the other party or parties in defending against any such action.

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Printed Name Date

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Signed Name Date

# Canine Intake Information Form

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Dog's Name \_\_\_\_\_

Sex \_\_\_\_\_ Breed \_\_\_\_\_

Age \_\_\_\_\_ Size (Small/Medium/Large/XL) \_\_\_\_\_

Please Circle: Spayed / Neutered / Zuetered / Unaltered

\*Last Rabies Shot \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\*Last Bordetella Shot \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\*Last Distemper Shot \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Any allergies (food and/or environmental) \_\_\_\_\_

Has your dog visited any mountainous or woody areas in the last three months?  
Yes/No

Please list and describe any current or past health conditions or injuries:

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Please list and describe any past or upcoming surgeries:

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Has your dog ever shown aggression towards a human or animal? Yes or No  
(If yes, please explain)

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Please include any additional information you would like us to know about your pet:

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Other persons authorized to pick up pet if needed \_\_\_\_\_

Veterinarian's Name \_\_\_\_\_

Clinic \_\_\_\_\_

Phone \_\_\_\_\_

In the case of an emergency, for our safety, we may need to put a muzzle on your dog to prevent a dog bite. Please circle YES that you understand this notification. Please Circle: YES Please Initial Here: \_\_\_\_\_

In the case of an emergency, do you give us permission to perform First Aid/CPR on your pet? Please Circle: YES or NO Please Initial Here: \_\_\_\_\_

In the case of an emergency, do you give us permission to use our own vet at your expense? Please Circle: YES or NO Please Initial Here: \_\_\_\_\_

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# Dog Park Rules

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- All dogs must be on a 6-foot leash upon entering the building and remain on leash in all areas of the facility – except when in the dog park. Dogs are not allowed in the cafe, fitness, or spa areas due to health code requirements.
- Entry into the dog park is at the risk of the dog owners or handlers. Dog owners or handlers are responsible for the behavior of their animals, and are liable for any damage to property, persons, or other animals caused by their dog(s). This facility is monitored by cameras. If your dog starts a fight, you will be liable for all damages. If your dog injures another dog, you are required to assist in any way needed, and to provide your full name and contact information to the owner of the injured dog. Failure to do so will result in termination of membership.
- Owners are required to show proof of dog's current vaccinations (Rabies, DHLPP and Bordetella); or provide a current Titer Report from their veterinarian. Dogs should be healthy and free from contagious disease, parasites, fleas and ticks.
- All dogs must pass a temperament evaluation.
- Food, treats, or chews are not allowed in the dog park unless during the “Dine With Your Dog” programming schedule.
- Dogs displaying resource-guarding / offensive behaviors will be asked to leave the park.
- Dogs under the age of 4 months are only permitted into the dog park to attend puppy-specific classes. This is for their safety, as puppies under four months old usually do not have fully developed immune systems and have not completed a full program of vaccinations.
- Dogs over 6 months of age should be spayed, neutered, or zuetered.
- Female dogs in heat may not enter the park.
- Doors and gates must always securely close behind you.

- Choke, pinch, studded, spiked, chain collars, as well as gentle leaders, must all be removed from dogs prior to entering the dog park. Flat buckle or leather collars should be worn and must remain on the dog at all times.
- During open play sessions in the dog park, dog owners must have the leash available at all times. In the event of problems, dog owners should be able to quickly leash and remove their dogs from the park and await further instructions.
- During open play sessions in the dog park, dog owners must remain in the park and keep their dog in view at all times. No dogs may be left unattended.
- “Off-leash” dogs in the dog park must be under voice control by their owners at all times. Voice control enables owners to stop dogs from misbehaving and appropriately re-direct.
- Dogs must be removed from the park at the first sign of aggression or reactivity towards any human or other dogs in the park. Dogs also exhibiting bullying, humping, or any other un-social behavior must also be removed immediately.
- Owners are responsible for picking up and disposing of their dog’s waste inside and outside the facility.
- Members and guests are asked to refrain from bringing in personal dog toys (such as balls or frisbees) into the dog park. Some dogs will become possessive of them around other dogs.
- Members and guests are asked to refrain from any phone / tablet / laptop use while in the dog park.
- If one of our dog wranglers asks you to leash and remove your dog from the dog park due to rough play or aggressive behavior, you will do so immediately. Any instance of this happening will result in a re-evaluation of your dog’s temperament or possible referral to a trainer for evaluation.

By signing below, I acknowledge that I received and read the Dog Park Rules and agree to abide by all of the rules set forth at the dog park to ensure the safety of my dog and the other users of the dog park. I recognize that use of the dog park entails certain risks including, but not limited to, injury or loss to dogs and people. I assume full responsibility for any injuries, damages, and expenses that I, my dog, or other dogs accompanying me might cause or sustain while using this facility. I understand that any property lost or stolen on the premises are not the responsibility of Venus De Fido. I agree not to hold Venus De Fido liable for any loss, injury or damage to persons or property arising from my use of the facilities. I agree to defend and hold harmless Venus De Fido and any associated parties for any and all claims or actions brought by myself, my heirs, my guests, contractors, or invitees as a result of the exercise of rights granted under this membership. Rules/Regulations references to "Owner" include the person responsible for the dog while at the dog park, whether or not that person is the legal owner of the dog.

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Printed Name Date

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Signed Name Date