



# Frank Merry Park

*under new management-Friends of Frank Merry Park, Inc.*

*18505 N CR 550 E, Dunkirk, Indiana*

*(5 1/2 miles North of the Muncie Dragway on Black Cemetery Rd.)*

## Membership Application

2024 membership dues **\$45.00** per year for a household  
*(households consist of parent/s with dependents under 21)*

Open Season - April 1st to mid November of each year

### Frank Merry Park Offers

#### Amenities

- 80 acres for members only
- 50 plus acres of woods and nature trails
- 5 acre stocked Pond
- Gun Range
- Archery Range *(under re-construction)*
- Multi-use sports field
- 1 club house for rent
- 1 gazebo for rent
- 4 shelter pavilions (first come/first served)
- Playground
- Full sized disc golf course
- Tennis/pickle ball courts
- Basketball court
- Volleyball/bad mitten net
- Picnic tables

#### Activities

- Disk Golf Club
- Fishing tournaments *(to be determined by fish count)*
- Volunteer opportunities
- **Coming in 2024**
- Grand Opening Gala
- Hawk/Ax Throwing
- 3D Archery Course
- Nature Walking Club
- Nature related classes-open for public
- Health/Wellness related classes-open to public
- Community Garden
- Spirits of the Pines Living History Encampment
- Picker's Paradise Open Air Flea Market
- Haunted Trails
- Horse Shoe Pits

Date: \_\_\_\_\_ Member # \_\_\_\_\_ Vehicle Lic Plate # \_\_\_\_\_

NAME (Head of Household) \_\_\_\_\_

NAME (Parent) \_\_\_\_\_

Dependents of Household

AGE _____	NAME _____	AGE _____	NAME _____
AGE _____	NAME _____	AGE _____	NAME _____
AGE _____	NAME _____	AGE _____	NAME _____

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I'm interested in:  Board of Directors position  Volunteering for a Committee

We plan to use these areas of the park :  All of Park  Gun Range  Archery Range  Nature Trails  Pond  Disc Golf

Cash *(do not send through mail)*  
 Check # \_\_\_\_\_  
 MO # \_\_\_\_\_  
 Checks or Money Orders, make payable and mail to: **Frank Merry Park**  
 PO Box 106, Dunkirk, IN 47336

### PARK RULES

This is a partial list of the rules.

- Park Hours - 7 AM to 10 PM  
April 1st through mid November
- No Alcohol, no illegal drugs.
- Members must present membership card when asked by park officials or law enforcement officers. If you do not have your card you may be asked to leave the park. If you do not leave when asked, a police officer will escort you to the exit gates.
- Drive slowly, watch for children at play, and yield to pedestrians, park officials, and emergency crews.
- All pets must be on a leash at all times and must be cleaned up after.
- The pavilion shelters are available on a first come/first served basis. No reservations needed or available.
- You can reserve the entire park, clubhouse, or gazebo for weddings, birthdays, family reunions, class reunions, company retreats, etc. for a fee and with a signed rental contract.
- Do not drive across the grass and never through the forest.

### GUN RANGE RULES

Follow posted rules while at the ranges.

- Range closes at dusk.
- Anyone under the age of 18 years old must be with an adult.
- Everyone under firing shelter, must wear eye and ear protection.
- One guest per member/1 visit per guest at the gun ranges.
- Only paper targets are allowed.
- No impaired individuals allowed in the firing shelter.
- No 50 BMG's or equivalent, class 3 firearms, or bumper stocks allowed.
- Do not shoot into the woods.
- Shoot only at the target in your lane, no shooting across lanes.
- Keep barrels pointed down lane toward targets at all times.
- Wait for cease fire and all guns are safe before walking out on shooting range to change or check targets.
- **ALL STATE AND FEDERAL FIRE ARMS RULES APPLY**
- Call 911 from a safe location to report unsafe or dangerous behaviors.

### POND RULES

This is a partial list of the rules.

- You must have an Indiana fishing license with you when fishing if 16 years of age or over.
- All Indiana Fishing limits apply.
- Fishing from banks only, no watercraft permitted on the pond.
- No Swimming or wading in pond.
- Protect children from drowning with close supervision and life jackets.
- Keep all pets out of the pond.
- Do not dump left over bait into pond.
- Do not throw trash into pond.
- Do not climb on north end spill way.
- Do not feed or harass the geese.
- Do not bring in fish from other water sources and release in our pond.
- No snagging fish, with or without bait.
- No more than 3 poles per person.
- No ice fishing.
- Do not dump food or drinks into pond.
- Report any accidents and spills immediately.

#### Board Officers

President: Ginger Dulworth  
 Vice-President: Tammy Jamison  
 Treasurer: Georgia Brosher  
 Secretary: Connie Bechtol

#### Board of Directors

Gretchen Binney    Nate Coleman  
 Harriet Binney    Caleb Payzant  
 David Blair        Jon Plummer  
 Tom Brosher        Dave Prather  
 Matthew Clouse

#### Contact us for more information:

www.frankmerrypark.com  
 FB @ Frank W. Merry Memorial Park  
 Ginger Dulworth @ (765) 215-6995  
 Tammy Jamison @ (765) 228-2233

### ACCIDENT WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS MEMBERSHIP, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Friends of Frank Merry Park, Inc. in which members of my household and I may visit, and that it will govern our actions and responsibilities as members.

In consideration of my household's application and permitting us to participate as park members, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me and members of my household, THE FOLLOWING ENTITIES OR PERSONS: The Friends of Frank Merry Park, Inc., and/or its directors, officers, employees, volunteers along with any and all representatives, and agents;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation on the park's properties or at park activities, whether caused by the negligence of release or otherwise.

I acknowledge that above listed entities and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that visiting the park's properties or participating in park activities, may involve elements of nature that could result in risks of injury and/or property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, park members, volunteers, monitors, and/or park representatives. These risks are not only inherent to members, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during visits to park property and participation in park activities.

I understand while visiting the park or participating in park activities, I, or members of my household, may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the park, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Member Signature

Date

Member Name (Please print legibly)