



PET CARE AGREEMENT

WARNING!

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE PAW PET RESORT AND/OR ANY RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY.

This is a contract between The Paw Pet Resort (hereinafter "The Paw") and the pet Owner whose signature appears below (hereinafter called "Owner"). The owner agrees to all of the following policies, procedures, terms, and conditions:

1. By signing this Contract and leaving their pet with The Paw, Owner certifies to the accuracy of all information given about their pet(s).
2. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
3. **Owner acknowledges and understands that there are risks involved when dogs participate in dog social settings, including but not limited to dog fights, dog bites to humans and other dogs, and transmission of disease.** Owner understands that pets may bite without warning, causing injury to humans and other pets. Owner further acknowledges that every dog reacts differently and that animals by nature, are unpredictable. Owner accepts full responsibility, and liability for their dog's **behavior** at all times while on The Paw property. Pets who are aggressive are not permitted to attend activities at The Paw. If a dog exhibits unacceptable behavior he/she will be separated from other dogs and may be asked not to return to The Paw. Such determinations shall be made at the sole discretion of The Paw Staff. It is the pet Owners' **duty to disclose** any and all conditions, or personality concerns or behaviors that may affect, limit their pet's ability to participate and/or attend The Paw. The Paw reserves the right to discharge your pet if it is necessary to protect other guests and/or staff members.
4. **It is understood that although the Owners dog has been immunized it is still possible for their dog to catch an illness, and they accept that The Paw is not liable for veterinary bills, or loss of pet.** Owner understands all of The Paw's **vaccination** policies and has met those requirements. Owner specifically represents to The Paw the pet has not been exposed to rabies, distemper, canine cough, or canine influenza with-in thirty days prior to their stay at The Paw. Owner's dog has been fully vaccinated.
5. Owner's dog has successfully completed the behavioral assessment if deemed necessary by management, owner has truthfully stated whether their pet is **spayed/neutered** (if over eight (8) months of age Owner understands that their dog must be spayed/neutered in order to participate in group play and social settings). Owner's pet is in good health and free of fleas, ticks and parasites is not aggressive or protective of toys. All other municipal or state licensure and other requirements have been met. **Owners pet will enter and exit The Paw on a leash and collar. The collar will have identification tags attached. Choke collars, training collars, and harnesses are not allowed to be worn in group play.**
6. **Owner accepts and acknowledges the risk of them and/or their dog participating in activities at The Paw. Owner fully understands that (a) there are inherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including permanent disability, sickness or death to human or dog and (b) there may be other risks not known to the owner or staff nor readily foreseeable at this time (collectively "Risks"). Owner fully accepts and assumes all risks and responsibility for all risks, including, without limitation, all losses, costs, damages incurred as a result of Owners or Owner's dog(s) participation in any event or stay at The Paw.** It is expressly agreed by Owner and The Paw that The Paw's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$200.00 per animal admitted. **Owner further agrees to be solely responsible for any injuries or damages to their own pet and The Paw staff and agrees to pay any and all medical costs incurred by their pet to all people on The Paw property.**
7. **Owner acknowledges that they are aware that the employees at The Paw are not veterinarians, and are not expected to diagnose or detect illnesses in pets staying at The Paw.** It is the Owners **duty to disclose** any and all medical conditions of which they are aware. Owner will allow The Paw to obtain medical treatment for their pet, if in their sole discretion it appears that he/she is ill, injured or exhibits any other behavior that would reasonably suggest that their pet may need

medical attention. Owner fully agrees and accepts full responsibility for the costs of such **medical treatment**. If an owner of The Paw, or management staff makes the decision their pet needs veterinary treatment the Owner is responsible to pay all charges. The Paw management and staff will make every effort to contact the Owner to inform them of the emergency. Owner grants permission to The Paw to select whichever veterinary clinic they so choose, to deliver before mentioned treatment.

8. Owner realizes that both themselves, and their pet(s) are visible on webcams throughout the building and outdoor play yards. Owner fully agrees to allow The Paw owners, managers, employees, officers, directors and agents to use their image and their pets names and any images or likeness of their pet taken while he/she is at The Paw, in any form or format, for use at any time, in any media, marketing, advertising, illustrations, trade or promotional materials. Owner agrees that this provision shall be binding on them, and all of their successors, heirs, legal representatives and assigns.

9. The Owner agrees that The Paw shall not be responsible or liable for any lost, stolen, or damaged personal property belonging to them or their pet. If the Owner's dog causes any damage to The Paw facility or equipment, they agree to be fully responsible for the full cost of any repair or replacement as needed.

10. Owner agrees that they will not employ, hire or pay a present employee of The Paw to perform any in-home services, including any services which The Paw offers. If Owner would do so, they agree to immediately notify The Paw and pay them a referral fee in the amount of \$500.00.

11. The Owner agrees to pay The Paw for any additional services needed by their pet during their stay. This would include extra time provided by staff members due to unruly behavior, medical issues, or health reasons. The agreed upon rate of fees that will be charged is \$15.00 for the first 15 minutes, and \$1.00 per minute thereafter.

12. **Owner agrees that they are solely responsible for any and all services rendered at The Paw; and agrees to pay all fees, services, and products with the credit card number that they have provided to The Paw, or pay by cash at time of pick up.** Owner gives The Paw full permission to charge any outstanding fees to their credit card. Owner further agrees to pay a \$25 handling fee on any returned checks. If collection proceedings are necessary, Owner agrees to pay all attorney fees incurred. A 50% deposit is required for all boarding bookings with the balance paid at the time of check out. The Paw shall have and is hereby granted, a lien on the pet for any and all unpaid charges resulting from services provided by The Paw. The Paw may exercise its lien rights upon ten days written notice given by The Paw. Every effort will be made to contact the owner. The Owner shall contact The Paw to make arrangements to extend the animal's stay and will pay the additional charges based upon afore said daily rate. Owner fully understands that if they abandon their pet at The Paw, they may be unable to retrieve possession of their pet and will have no recourse against The Paw.

13. WAIVER, RELEASE AND INDEMNIFICATION. THE OWNER HEREBY EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND AND COVENANT NOT TO USE THE PAW, ADVERTISERS, THE PAW OWNERS, EMPLOYEES, VOLUNTEERS AND ANY PARTIES OWNING FROM AND AGAINST ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COST, LOSSES, DAMAGES, EXPENSES OR DEMANDS (INCLUDING REASONABLE ATTORNEY'S FEES) OF EVERY CHARACTER WHATSOEVER ON ACCOUNT OF, ARISING OUT OF, RESULTING FROM OR REALATING IN ANY WAY TO (a) ANY ACT OR OMISSION OF THE RELEASE, INCLUDING NEGLIGENCE, AND THEIR OR THEIR PET'S PARTICIPATION IN ACTIVITIES AT THE PAW, OR OTHERWISE. OWNER FURTHER AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASE FROM ANY CLAIMS, LITIGATION, ACTIONS, SUITS, COST, LOSSES, DAMAGES, EXPENSES, ATTORNEY'S FEES, INJURIES OR DEMANDS AS THE RESULT OF ANY SUCH CLAIM. OWNER AGREES THAT THIS RELEASE SHALL BE BINDING ON THEM, THEIR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. OWNER ALSO EXPRESSLY AND FOREVER RELEASES THE PAW FROM ANY DUTY TO PROTECT THEM OR THEIR PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF THE PAW CHOOSES TO IMPLEMENT SAFETY PRECAUTIONS; SUCH ACTIONS SHALL NOT ALTER THE FACT THAT THEY HAVE RELEASED THE PAW FROM ANY DUTY TO PROTECT THEM OR THEIR PET(S). OWNER HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS PET RESORT POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECTIVE. OWNER AGREES THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT THEM OR THEIR PET(S).

Owner's Signature: _____ Date: _____

Owner's Printed Name: _____ Pet name(s) _____