

**Boarding and Doggy Daycare Policies and Release of Liability**

THIS AGREEMENT is entered into by and between Paw Lodge LLC (“Paw Lodge”) and the dog owner: (“Owner”) regarding the following dog(s) (all dogs identified below are referred to collectively herein as the “Dog”):

Name(s) of Dog:

Breed(s) of Dog:

General Description(s):

The Dog  **is / is not** authorized to participate in dog-to-dog Group Play activities. Comments:

Owner’s Emergency Contact Number:

1) OWNER RESPONSIBILITY: Owner hereby represents that Owner is the legal owner of the Dog and assumes all risks, dangers, and responsibility for injuries to the Dog. Owner understands and agrees that Owner is solely responsible for any harm to the Dog while in Paw Lodge’s care and/or while present at Paw Lodge’s daycare and boarding facility (the “Facility”) for daycare, extended boarding, or other services as the case may be.

2) PHOTO AND VIDEO RELEASE: We love to post pictures and videos on Facebook, our website, and/or in magazine ads. Owner agrees to allow Paw Lodge to use the Dog’s name and any images or likenesses of the Dog taken while at Paw Lodge, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and Owner releases to Paw Lodge all rights that Owner may possess or claim to such image, likeness, recording, etc.

3) DOG’S HEALTH: Owner hereby represents and warrants that the Dog currently is healthy and at all times while attending Paw Lodge will have current vaccinations for Rabies, Distemper, and Bordetella. Owner will not leave the Dog at the Facility if the Dog has or shows any sign or symptom of any condition that potentially could jeopardize the health or safety of other animals or people. Owner further understands and acknowledges that even if the Dog is vaccinated for Bordetella (also known as “Kennel Cough”), there is a possibility that the Dog nonetheless may contract Kennel Cough. Owner agrees that Owner will not hold Paw Lodge responsible if the Dog contracts Kennel Cough or any other ailments or afflictions while at the Facility or otherwise in the care of Paw Lodge.

4) FLEA/TICK FREE: Owner hereby represents and warrants that the Dog currently is free of fleas and ticks. Dogs observed to have fleas or ticks receive a flea/tick bath treatment at Owner’s expense. Fees for such services are due and payable by the Owner immediately upon pick-up of the Dog.

5) GROUP PLAY: All dogs must pass a general behavior assessment in order to attend dog-to-dog group play. No dog exhibiting any signs of aggressive behavior will be allowed to participate in group play. By indicating above that the Dog is authorized to participate in dog-to-dog group play activities, Owner represents and warrants to Paw Lodge that the Dog is in good health and has not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dogs. Any dog demonstrating aggression or other behavior deemed unacceptable by Paw Lodge staff at their sole and exclusive discretion will be prohibited from further group play activities and may be asked to leave the Facility, temporarily or permanently.

6) RELEASE OF LIABILITY: Owner understands and acknowledges that during normal dog play, the Dog may sustain injuries. Dog play is monitored by Paw Lodge staff with the intention to prevent and avoid injuries, but scratches, punctures, torn ligaments, and other injuries nonetheless may occur. Owner hereby expressly understands and acknowledges that neither Paw Lodge nor any of its employees, staff, or volunteers are or will be held liable for any illness, injury, death, and/or escape of the Dog provided that normal and reasonable care and precautions are taken. Owner hereby understands and acknowledges that Owner is solely responsible for their Dog and for any illness, injury, loss, personal injuries, or death sustained by the Dog while at the Facility or otherwise in Paw Lodge’s care. Owner hereby releases, waives, and agrees to hold harmless, indemnify, and defend Paw Lodge and its employees, agents, volunteers, and other representatives from any claims or liability of any kind whatsoever arising from or as a result of the Dog’s presence at the Facility or while in the care of Paw Lodge.

7) PERSONAL PROPERTY: Owner understands and acknowledges that Owner is solely responsible for any harm or damage to any animals, persons, or property caused by the Dog while at the Facility or while in the care of Paw Lodge. Owner releases, waives, and agrees to hold harmless, indemnify, and defend Paw Lodge and its employees, agents, volunteers, and other representatives from any liability of any kind whatsoever for any damage to animals, persons or property as a result of the Dog’s presence at the Facility or while in the care of Paw Lodge. Owner further acknowledges and agrees that Paw Lodge will not be responsible or liable for any lost or damaged property belonging either to Owner or the Dog.

8) VETERINARIAN LIABILITY AND CARE: In the event the Dog exhibits behavior suggesting to Paw Lodge that the Dog is in need of veterinarian or emergency care, Paw Lodge will attempt to contact Owner at the Emergency Number(s) identified above. Owner hereby authorizes Paw Lodge to procure medical treatment for the Dog if the Dog seems ill, injured, or exhibits any other behavior that suggests to Paw Lodge that the Dog is in need of emergency medical treatment, including without limitation procedures requiring anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for any associated costs of transportation. Owner authorizes Paw Lodge to seek treatment from any provider deemed suitable by Paw Lodge, including without limitation, the nearest 24-hour veterinarian hospital for required treatment.

 Owner Opt-Out. By checking this box, Owner hereby opts out of this Paragraph 8, and hereby directs Paw Lodge **not** to seek emergency treatment or veterinarian care in the event the Dog becomes ill, injured, or otherwise is deemed by Paw Lodge to be in need of such care. If Owner opts out, Owner understands and acknowledges that in the event of an emergency, Paw Lodge will seek to comfort the Dog as best as is practicable under the circumstance, **but will take no further action** to seek treatment or care for the Dog. In addition to the other releases contained herein, Owner expressly releases, waives, and agrees to hold harmless, indemnify, and defend Paw Lodge and its employees, agents, volunteers, and other representatives from any claim or liability of any kind whatsoever for any harm or injury to the Dog as a result of the failure to provide emergency treatment or veterinarian care to the Dog due to Owner’s election to opt out under this Paragraph 8.

9) WEAKENED IMMUNE SYSTEM: Owner understands and acknowledges that special-needs dogs, young puppies, and senior dogs have a higher risk of injury, stress-related illnesses, weakened immune systems, and/or exacerbating pre-existing conditions. In addition to other protections herein, Owner hereby expressly releases and waives any claim or liability of any kind whatsoever for any injury or illness experienced by the Dog while at the Facility or otherwise in the care of Paw Lodge’s due to such higher-risk conditions.

10) PAYMENT: Unless otherwise agreed in writing by Paw Lodge, payment for services is due and payable immediately at the end of each visit. Owner hereby expressly understands and agrees that the Dog shall not leave the Facility until all payments are satisfied in full for any and all charges incurred during the time of their stay, together with any other amounts outstanding.

11) CANCELLATION / NO-SHOW POLICY: **Non-Holiday/Non-Peak Days**: If Owner needs to cancel a confirmed reservation for NON-HOLIDAY/NON-PEAK DAYS, Owner may do so at least three (3) days prior to their the Dog’s reserved arrival date at no charge. Reservations for non-holiday/non-peak days cannot be cancelled less than three (3) days before the confirmed reservation. Untimely cancellations and/or ‘no-shows’ shall result in Owner being charged and fully liable for the entire cost of the reservation. **Holiday/Peak Days**: If Owner needs to cancel a confirmed reservation for HOLIDAY/PEAK DAYS, Owner may do so at least seven (7) days prior to their the Dog’s reserved arrival date at no charge. Reservations for holiday/ peak days cannot be cancelled less than seven (7) days before the confirmed reservation. Untimely cancellations and/or ‘no-shows’ shall result in Owner being charged and fully liable for the entire cost of the reservation.

12) CLOSING TIME: Owner understands and acknowledges that Paw Lodge’s closing time is 5:30 p.m. weekdays (Monday-Friday) and 5:00 p.m. on weekends (Saturday and Sunday). Owner understands and acknowledges that if they do not pick up the Dog by the appropriate closing time, Owner hereby expressly authorizes Paw Lodge to board the Dog overnight and agrees to pay Paw Lodge for the applicable overnight boarding charges. If Paw Lodge does not have room to board the Dog overnight, Owner hereby expressly authorizes Paw Lodge to find alternative boarding for the Dog, and Owner will reimburse Paw Lodge for any associated costs, plus an additional administrative fee of $50 per night.

13) RIGHT OF REFUSAL: Paw Lodge hereby reserves the right to refuse to accept possession of the Dog for boarding or daycare if Paw Lodge determines, in its sole discretion, the Dog creates or represents a hazard or risk to other animals, persons, or property.

14) FULL FORCE AND EFFECT: Owner further understands and agrees that this Boarding and Doggy Daycare Policies and Release of Liability, together with each and every provisions hereof, is and shall remain in force and effect and shall apply to each and every occasion during which the Dog is present at the Facility or is otherwise in the care of Paw Lodge for daycare, extended boarding, or other services as the case may be. This Agreement shall remain in full force and effect as between Paw Lodge and Owner until and unless otherwise cancelled or superseded by a writing signed by Paw Lodge. Owner hereby certifies that Owner has read and understands this Boarding and Doggy Daycare Policies and Release of Liability and the provisions hereof. By signing this agreement, Owner agrees to be bound by its terms and conditions.

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| --- | --- |
|  Date |  Owner’s Signature Owner’s Name (Printed) |