

Terms and Conditions + Waiver

OWNER'S NAME(S): _____

DOG'S NAME(S): _____

PHONE: _____ **E-MAIL:** _____

TERMS AND CONDITIONS:

- Your dog must have basic obedience (sit, stay, come) and strong recall for off-leash pack walks with the Bark Trek Crew.
- Your dog must remain current with vaccinations including DHPP/DHLPP, Rabies, and a fecal test that is negative for parasites/giardia updated every 6 months.
- Your dog must be non-aggressive and have no history of aggression, and is well-socialized with other dogs and people.
- Owners provide ID collars, and leads (& coats if necessary). **BARK TREK LLC** is not responsible for replacing damaged or lost collars, leashes, coats, registration tags or name tags that may go missing or get damaged during walks.
- Dogs must be spayed/neutered to participate in a pack walk if they are older than 1 year.
- Flea/tick treatment, Kennel Cough/Bordetella immunization is recommended but not required.

HOME SECURITY & DATA PROTECTION:

BARK TREK LLC will keep all keys, remote control entry devices, access codes and personal information of the owner(s) secure and in safe keeping.

BARK TREK LLC will also return all of the above at the end of the contract or immediately upon request.

COMMUNICATIONS:

BARK TREK LLC provides walk updates via Facebook and Instagram.

You must notify **BARK TREK LLC** if you would **not** like **BARK TREK LLC** to use your dog's photo in social media updates.

CANCELLATIONS:

24 hour notice is **required** to cancel or reschedule a walk or day of camp, otherwise not refundable.

IMPORTANT: If **BARK TREK LLC** has been scheduled for a walk and arrives at a home without a dog present, or access to the dog is barred, you will be charged in full for the walk. If unforeseen circumstances arise (outside of extreme weather conditions) where **BARK TREK LLC** would have to cancel a walk, **BARK TREK LLC** will reschedule that walk at no charge.

INCLEMENT WEATHER:

Walks take place rain, shine or snow (dangerous weather excluded). **BARK TREK LLC** will attempt to reschedule walks canceled due to possible dangerous weather conditions.

RETURNING DIRTY DOGS:

Due to the nature of off leash dogs walking on trails, dogs can get dirty. After a walk dogs can be wet, dusty, or even muddy, so please be prepared to identify returning entrances during consultation. If your dog doesn't have a designated area, or crating area, please leave a towel near the returning door/mud-room and **BARK TREK LLC** will do their best to wipe down your dog upon drop-off.

Please note: BARK TREK LLC is not a grooming service, so your dog will likely require cleaning in certain seasons. Feel free to ask BARK TREK LLC about professional grooming recommendations and we'll be happy to help out.

SAFETY:

BARK TREK LLC takes the safety of dog clients seriously. If your dog is deemed undisciplined, aggressive, or unresponsive the dog will not be accommodated by our services. If your dog does not exhibit these traits during the consultation, but they arise at a later date, **BARK TREK LLC** withholds the option to terminate service immediately.

FLEAS & TICKS:

Ticks and fleas aren't foreign to dogs, particularly when dogs venture and go "off-roading" in warmer months. **BARK TREK LLC** recommends you check your dog regularly for both fleas and ticks, and requests that you make alternate

arrangements to scheduled walks if your dog is being treated so as to avoid spreading to other dogs in the group or contaminating the van.

KENNEL COUGH PROCEDURE:

Kennel Cough is a Canine flu, if your dog is starting to cough, please let **BARK TREK LLC** know *immediately*. Unfortunately he/she will not be joining the pack for a couple of weeks but there is always the option for the private visit walk so he can still have his stroll midday if necessary!

TERMINATION:

If either party wishes to terminate scheduled ongoing services, parties need to give 7 (seven) days written notice of termination. BARK TREK LLC reserves the right to terminate the service at any time, if the walker in its sole discretion, determines that Client's pet poses a danger to the health or safety of the walker, any animals or any person. Any wrongful or misleading information in the Owner's or Pet Information sheets may constitute a breach of terms of this Dog Walking Agreement and can be grounds for instant termination thereof.

Termination under the circumstances described above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.

DAMAGES:

BARK TREK LLC accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement. **BARK TREK LLC** shall not be liable for any mishap of whatsoever nature which may befall a dog or caused by a dog who has unsupervised access to the outdoors.

It is understood that anyone with access to the home will be notified of **BARK TREK LLC** presence and vice versa. **BARK TREK LLC** reserves the right not to refuse entry to any visitors nor pre-authorized and informed about, by the Owner. **BARK TREK LLC** will not be held responsible for any damages incurred to your home or pet(s) by visitors pre-authorized visitors. The Client agrees to notify **BARK TREK LLC** of any concerns within 24 hours of the client's return home. **BARK TREK LLC** cannot be held responsible for any mishaps, claims, and/or expenses attributed to a destructive or

unpredictable behavior of the Client's pet(s) that cause damage to the Client's home/property and/or a neighbor's home/property. (i.e., biting, furniture damage, accidental death, etc) Nor can **BARK TREK LLC** be held liable for injury, disappearance, death, or fines of pet(s) with access to the outdoors.

LOSS OR INJURY

The Owner shall be liable for all medical expenses and damages resulting from an injury to the Walker, any animals or any person caused by the dog as well as damage to any property. **BARK TREK LLC** is not liable for death or injury to any dog in the event of a motor vehicle accident. **BARK TREK LLC** is not liable for loss or injury to any dog. As per the indemnity clause below, **BARK TREK LLC** will cover the cost of damage as per the insurance coverage.

INDEMNITY

The maximum aggregate liability of **BARK TREK LLC** under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed the Fees paid and/or payable by the Client under this Agreement. In the event of loss or damage to the property insured by **BARK TREK LLC**, for which indemnity is provided, the basis of any settlement shall be in accordance with the Insurance policy as below: a) In the case of damage which can be repaired, the cost of repairs necessary to restore the item(s) to their condition immediately before the occurrence of the damage less any salvage; or b) In the case of a total loss, the actual value of the item(s) immediately before the occurrence of the loss less any salvage; but only to the extent that the amounts have been included in the sum insured. c) All damage which can be repaired, shall be repaired but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

DISPUTES

Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with the Agreement through good faith negotiation. Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.

GENERAL PROVISION

BARK TREK LLC is not liable to the Client for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure, provided that the affected party a) immediately notifies the other party and provides full information about the Force Majeure; b) uses best endeavors to overcome the Force Majeure; and c) continues to perform its obligations as far as practicable.

SEVERABILITY

Any illegality, unenforceability or invalidity of a provision of the Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Agreement.

EMERGENCIES

If the Client, or the other contact person cannot be reached, the Client agrees to accept any decision **BARK TREK LLC** makes in regards to the pet's care or Clients property. The client is responsible for any veterinary bills, no matter how they are incurred, whilst pets are in the care of **BARK TREK LLC**. The Client agrees to reimburse **BARK TREK LLC** for any additional fees for tending to emergency or veterinary care as well as any expenses incurred for the same. The Client also agrees to reimburse for additional time accrued at the rate of \$30 per hour in the case of such an emergency.

EMERGENCY PROCEDURE:

BARK TREK LLC carries a mobile phone for emergencies **425-399-2307**. If your dog is lost or hurt the protocol is as follows:

- a)** Contact emergency phone on client consultation sheet.
- b)** Contact Animal Services.
- c)** Return to the vehicle with other dogs.
- d)** Attempt to locate the missing dog, or if injured, transport the dog to the nearest Veterinarian.

BARK TREK CREW OR CADET CAMP / OFF-LEASH WALKS WAIVER:

I have read, understand, and have acknowledged **BARK TREK LLC's** terms and conditions and waiver by submitting the above form. By reading, understanding, and acknowledging the terms and conditions and waiver and proceeding into an agreement and schedule of care with **BARK TREK LLC**, I affirm that I understand the inherent risks and hazards associated with the nature of off leash dog walking and **BARK TREK LLC's** services. These risks also include, but are not limited to risks associated with picking up my dog, dropping off my dog, traveling to and from my home in a vehicle, having my dog around other dogs, people, wildlife, and outdoor environments. **BARK TREK LLC** will take reasonable action to minimize these risks, but I understand it is not always possible to prevent injuries that may occur during off leash walks in outdoor environments.

I, as the dog owner, am fully responsible for the actions of my dog if it causes any damage whatsoever, including, but not limited to, death, damage or injury to itself, or death, damage or injury to other animals, pets, people and property while in the care of **BARK TREK LLC**.

I affirm that I have provided all necessary information to **BARK TREK LLC** and through consultation deem that my dog is suitable to be in the care of **BARK TREK LLC**. I also affirm that I have not witnessed my dog display aggressive tendencies towards people or other animals in the past, or if so, have identified this in my submitted client contact form and/or during consultation. My dog is obedient and capable of following commands, is well behaved and has reliable recall even in distracting environments.

I agree to immediately advise **BARK TREK LLC** of any problems with my dog that could affect his/her behavior, health, or suitability for off leash pack walks.

In the event of any illness or injury to my dog while in the care of **BARK TREK LLC**, I authorize **BARK TREK LLC** to take my dog to the nearest veterinarian and agree to pay for all veterinary care required in the opinion of the veterinarian.

I agree to indemnify and hold harmless **BARK TREK LLC** against loss or threatened loss or expense by reason of the liability or potential liability of my dog for or arising out of any claims for damages. This includes, but is not limited to, medical attention to people, emergency or veterinary care (including acts of nature, encounters with wild animals, etc.), any damages caused by acts of aggression (biting, attacks, etc.), or any injury caused by my dog toward property, animals and people while in the care of **BARK TREK LLC**. Additionally, any costs associated with the above actions will be wholly reimbursed to **BARK TREK LLC** upon request.

I affirm that my dog is spayed or neutered and up to date with the vaccinations. I understand that regular vaccinations cannot completely guard against illness and disease, and that **BARK TREK LLC** cannot prevent, nor be responsible for any illness my dog might contract. **BARK TREK LLC** shall not be liable for any illness or ailment which a dog may incur while in the presence of other dogs in **BARK TREK LLC's** care.

I hereby waive and release **BARK TREK LLC** from any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs and expenses (including, without limitation, attorneys fees and accounting fees to the extent permitted by law) alleged or incurred arising out of or relating to any operations.

My submission of the above consultation form confirms that I have completely read, understood and acknowledged **BARK TREK LLC's** waiver, **BARK TREK LLC** terms and conditions, and completed the **BARK TREK LLC** client information form and understand and agree to all of the terms outlined.

I read and agree to the Terms, Conditions, and Waivers.

NAME PRINTED: _____ **DATE SIGNED:** ____/____/____

SIGNATURE: _____