



DOG DAYCARE WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (the "Agreement") is made and entered into by the undersigned dog owner ("Owner") in favour of Paws in the Paddock, its owners, agents, employees, contractors, and representatives (collectively, the "Company") in connection with the participation of the Owner's dog(s) in the Company's daycare services on its 6-acre farm property located at 45 Westbrook Road, Cawdor NSW 2570 (the "Facility").

1. Acknowledgment of Risks

Owner understands and acknowledges that participation in a dog daycare program involves inherent risks including, but not limited to:

- Minor injuries such as **cuts, scrapes, bruises, or abrasions**
- More serious injuries such as **dog bites, puncture wounds, muscle strains and reptile bites**
- **Allergic reactions** to natural environmental factors (e.g., pollen, plants, insects)
- Injuries resulting from **rough play**, running, interactions with other dogs or from the **natural environment**
- Ingestion of any natural or artificial material (e.g., rocks, plants, broken toys)
- Illnesses that may be contracted despite proper cleaning and vaccination protocols
- Unintentional breeding despite prompt intervention and ongoing separation

Dogs use body language, vocal sounds, mouth, and paws to communicate and play. Any dog can potentially cause harm. While these incidents are **not common**, they may occur due to the natural and social nature of the environment.

2. Veterinary Care and Expenses

Owner agrees to be fully responsible for all veterinary costs incurred as a result of any injury or illness sustained by their dog(s) while attending daycare at Paws in the Paddock, regardless of cause. The Company does not assume responsibility for any veterinary or emergency expenses.

In the event of an emergency, the Company will make reasonable efforts to contact the Owner. If the Owner cannot be reached promptly, the Company is authorized to seek immediate veterinary care at the Owner's expense. The emergency veterinary for Paws in the Paddock is Macarthur Veterinary Group – Camden at 6 Ironbark Ave, Camden.

3. Health and Behaviour Requirements

Owner affirms that their dog(s):

- Are in **good health** and free of any contagious conditions
- Are current on all vaccinations, flea/tick and worming required by local laws and the Company's policies
- Are **socialized and non-aggressive** to the best of the Owner's knowledge

The Company reserves the right to **refuse service** or remove any dog from the facility if it poses a threat to the safety or wellbeing of other dogs, staff, or itself.



4. Release and Waiver of Liability

In consideration of the services provided by the Company, the Owner voluntarily releases, waives, and discharges the Company from any and all claims, liabilities, damages, or expenses, including but not limited to those arising from:

- Injuries to the dog(s)
- Injuries to other dogs caused by the Owner's dog(s)
- Allergic reaction(s) caused by environment or treats
- Loss, theft, or death of the Owner's dog(s)
- Ingestion of natural or artificial material(s)
- Any acts of negligence (except gross negligence or wilful misconduct)
- Breeding to or by the Owner's dog(s)

This waiver extends to **all legal claims**, whether known or unknown, arising from participation in dog daycare services at the Facility.

5. Indemnification

Owner agrees to **indemnify and hold harmless** the Company from any claims or liabilities (including legal fees) resulting from the Owner's dog(s)' actions, including damage to property, injury to other animals, staff, or third parties.

6. Media Release

Owner grants permission to the Company to take and use photographs or videos of their dog(s) for marketing, social media, and promotional purposes, without compensation.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state/province of New South Wales, Australia.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modifications must be in writing and signed by both parties.

By signing below, the Owner acknowledges that they have read, understood, and voluntarily agree to the terms of this Waiver and Release of Liability.

Owner's Name: _____

Dog(s)' Name(s): _____

Signature: _____

Date: _____

Emergency Contact Name & Phone: _____

Other than primary owner