

# **BOW WOW RESORT**

## **CLIENT CONTRACT AND**

### **BOARDING AND**

### **SERVICES AGREEMENT**

**PLEASE READ CAREFULLY:**

**THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES OF THE RIGHT TO SUE BOW WOW RESORT, AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECTS, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.**

**In consideration for my pet(s) [REDACTED] being permitted as a guest at Bow Wow Resort, by signing this document, I [REDACTED], Owner/Guardian, make the following representations, certify the accuracy of all information provided to Bow Wow Resort at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Bow Wow Resort Client Contract and Services Agreement.**



1. **OWNER/GUARDIAN.** I represent that I am the owner and/or authorized guardian of my dog and I am fully authorized to enter this agreement.
2. **REFUSAL OF SERVICE.** I understand that Bow Wow Resort reserves the right to deny admittance to any dog for any reason at any time.
3. **PET REQUIREMENTS.** I represent that my dog meets all of the following requirements:
  - a. Is three months of age or older
  - b. Is neutered/spayed, if over seven months old
  - c. Is current on his/her required vaccinations
    - i. DHPP, RABIES, BORDETELLA (KENNEL COUGH)
      1. **EVEN THOUGH MY DOG HAS BEEN VACCINATED AGAINST BORDETELLA, I UNDERSTAND MY DOG COULD STILL CONTRACT CANINE COUGH. I AGREE THAT BOW WOW RESORT AND ITS STAFF WILL NOT BE HELD ACCOUNTABLE/RESPONSIBLE SHOULD MY DOG CONTRACT CANINE COUGH [REDACTED] (initial and date)**
    - ii. INFLUENZA, LEPTO – Preferred but not required
  - d. Is on a monthly flea and tick preventative medication
  - e. Has been in good health and not suffered any communicable condition within the last 21 days
  - f. Is not aggressive or toy possessive
  - g. Is not a climber
  - h. Is not food possessive if boarding with another pet

4. **OWNER/GUARDIAN REQUIREMENTS.** I represent I have met all of the following requirements:
  - a. I have fully completed the Dog registration form
  - b. My dog will enter and exit Bow Wow Resort on a leash
5. **HEALTH.** I represent that my dog has not had any contagious or communicable condition within the last 21 days. I am aware and understand that Bow Wow Resort employees are not veterinarians and do not have backgrounds in animal medicine. I further understand if my dog requires extensive medical treatment and/or care, Bow Wow Resort has the right to refuse boarding and/or day care at their facility.
6. **MEDICATION.** I agree to assume all risk associated with the administration of medication by Bow Wow Resort employees during my dog's stay. I further understand and acknowledge that Bow Wow Resort employees will only administer medications prescribed by a veterinarian. I also understand that every attempt will be made to administer medication to my dog and I will under no circumstance hold Bow Wow Resort and their employees liable for any medications missed due to my dog refusing to take his/her medication. I further understand that Bow Wow Resort and their employees will not place themselves or my dog in harm's way to administer medications.

**I HEREBY AGREE TO INDEMNIFY BOW WOW RESORT, ITS OWNERS, DIRECTORS OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST THE RESULT OF MY FAILURE TO INFORM BOW RESORT OF ANY PRE-EXISTING MEDICAL CONDITIONS MY DOG MAY HAVE.**
7. **FLEAS AND TICKS.** I agree that if any fleas or ticks are discovered on my dog during check-in or at any other time while my pet is receiving services at Bow Wow Resort, Bow Wow Resort employees may administer a flea bath and spot treatment at my expense.
8. **VETERINARIAN CARE.** If my dog appears to become ill, injured, or exhibits any other behavior that would reasonably suggest he or she might need medical treatment, I agree to allow Bow Wow Resort to obtain veterinarian assistance and treatment. I understand and agree I am fully responsible for all costs incurred by Bow Wow Resort for any medical treatment during and after my dog's stay. I further authorize Bow Wow Resort to transport my dog to a veterinarian facility, should the need arise. Again, I understand and agree I am fully responsible for all costs incurred by Bow Wow Resort for such transportation.
9. **VETERINARIAN LIABILITY:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my dog by allowing my pet to participate in services at Bow Wow Resort. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Bow Wow Resort relating to the medical care and transportation of my dog. I agree to be solely financially responsible for any and all veterinarian care of my dog while in the care of Bow Wow Resort, or as a result from time spent at Bow Wow Resort.
10. **TRANSPORTATION.** I agree that if my dog is transported to and/or from Bow Wow Resort by Bow Wow Resort employees or agents:

**I AGREE TO HOLD BOW WOW RESORT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.**
11. **REASONABLE CARE.** I understand Bow Wow Resort and its employees shall exercise reasonable care for my dog(s). I expressly agree that Bow Wow Resort's liability shall in no event exceed the lesser of the current fair market value for age and breed of my dog(s) and that it shall not exceed \$500.00 per dog.

12. **DOG DAYCARE.** I understand that Bow Wow Resort is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks, bites and scratches on my dog. While Bow Wow Resort provides reasonable care and supervision in these playgroups, I understand, acknowledge, and agree that Bow Wow Resort employees may not notice these nicks, scratches or bites before my dog's departure and, as such, I may not be notified.
13. **AGGRESSIVE DOGS.** I certify my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in the services provided at Bow Wow Resort. If my dog acts aggressively or exhibits unacceptable behavior, he or she may be separated from the other dogs. **IN ADDITION, I AGREE THAT IF ANOTHER DOG INJURES MY DOG, I HEREBY RELEASE BOW WOW RESORT, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY DOG BITES A HUMAN OR ANOTHER DOG, THAT BOW WOW RESORT MAY CONTACT THE APPROPRIATE AUTHORITIES.**
14. **PHOTO/VIDEO RELEASE.** I agree to allow Bow Wow Resort to use my dog's name and any images or video taken (*in any form or format*) for use at any time in any media, marketing, advertising, illustration, trade or promotional materials, and waive any rights of compensation or ownership thereto.
15. **SERVICE FEES.** I agree to pay for all fees, services, and products with a credit card, cash or check on pick up from Bow Wow Resort. I further agree to pay for all costs incurred of any check or debit charges returned or cancelled for whatever reason.
16. **RESERVATIONS:** I understand that confirmed reservations are required for boarding services at Bow Wow Resort. I understand a booking fee to cover the first night's stay is required for all bookings.
17. **CANCELLATIONS.**
- a. **Non-Holiday.** I understand all confirmed reservations for my dog(s) might be cancelled or changed in writing up to two (2) days prior to the start of the reservation without penalty. I further understand that if I cancel or make changes after this period, the booking fee becomes non-refundable. I also understand information pertaining to charges for cancellations and current boarding prices are found on the Bow Wow Resort website and are subject to change at any time. All changes will be posted one month in advance of them taking effect.
  - b. **Holidays.** I understand all confirmed reservations for my dog(s) might be cancelled or changed in writing up to ten (10) days prior to the start of the reservation without penalty. I further understand there is a three (3) night minimum stay for any holiday booking. I further understand that if I cancel or make changes after this period the booking fee becomes non-refundable and I will be charged a further two (2) nights to cover the three (3) night minimum stay per room booked. Holiday bookings are considered any bookings made that include the two (2) days prior to the actual holiday. I also understand information pertaining to charges for cancellation and current boarding prices are found on the Bow Wow Resort website and are subject to change. All changes will be posted one month in advance of them taking effect. BowWow Resort's holidays are; **New Years Eve, New Years Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.**

18. **CHECK IN AND CHECK OUT.** I understand preferred boarding check in is between the hours of 3:00pm through 6:00pm Monday through Friday and 5:00pm through 6:00pm on Saturday and Sunday. Early check in is available upon request.  
I understand check out is between the hours of 7:00am and 11:00am Monday through Friday and 9:00am through 11:00am Saturday and Sunday. I understand checking out after 11:00am incurs a late pick up fee per dog boarding. I further understand information pertaining to boarding and pick up prices are found on the Bow Wow Resort website and are subject to change. All changes will be posted one month in advance of them taking effect.
19. **EARLY DEPARTURE.** Regardless of the reason, once a dog's stay has begun, I understand I am responsible for payment of **ALL days reserved, regardless of picking up my pet prior to the scheduled departure date.**
20. **DUTY TO DISCLOSE.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited, personality concerns or behavior that may affect, limit or prevent my dog's ability to participate in services provided by Bow Wow Resort. **I UNDERSTAND THAT BOW WOW RESORT IS RELYING ON AND WILL CONTINUE TO RELY ON THOSE REPRESENTATIONS TO PROVIDE A SAFE ENVIRONMENT FOR BOTH HUMANS AND ANIMALS.**
21. **AFFIRMATION.** Each time I bring my dog into Bow Wow Resort, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.
22. **SOLE AGREEMENT.** This writing represents the sole agreement between Bow Wow Resort and the Owner/Guardian of the dog(s)
23. **WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD BOW WOW RESORT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY BOW WOW RESORT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION; (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO BOW WOW RESORT; (2) MY DOG, INCLUDING BUT NOT LIMITED TO, DESTRUCTION OF PROPERTY, DOG BITES, INJURY AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT**

**I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO BOW WOW RESORT, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW.**

Print Name:

Owner/Guardian

Signature:

Owner/Guardian

Date: