THIS PET BOARDING AND/OR DOG DAY CARE AGREEMENT ("Agreement") is made and entered into as of the last date set forth below, by and between DOG GONE RESORT & KENNELS, LLC, a Colorado limited liability company (the “Company”) and the undersigned Pet Parent set forth below ("Pet Parent").

1. SERVICES: Company provides pet boarding and pet daycare services. Pet Parent hereby engages Company to provide the services for his or her pet(s) (as set forth on the information sheet provided by Pet Parent) on the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by Company.

2. PET PARENT REPRESENTATIONS; DUTY TO DISCLOSE. Pet Parent represents and warrants to Company that:

a. Pet Parent is the rightful owner or caretaker of the pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the pet, and Pet Parent is executing this Agreement for the pet, himself or herself and his or her heirs, successors, representatives or assigns;

b. The pet is current on all required vaccinations and such other vaccinations as is required by Company. Pet Parent agrees to provide documents confirming such vaccinations as requested by Company, and shall provide proof of vaccinations for rabies, Bordetella and parvo prior to any entry at the Company facilities or evaluation made by Company;

c. Unless otherwise disclosed to Company, the pet is housebroken and the pet is not prone to chewing, scratching, digging or other destructive behavior;

d. The pet is free of fleas, ticks, worms and other insects and parasites;

e. The pet has no current illness or injury, except as has been disclosed to Company;

f. The pet has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to Company; and

g. Pet Parent has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent the pet’s ability to participate in play time or otherwise attend the Company’s facilities.

h. Medication Disclaimer and Consent:

By signing this agreement I consent to give my pet medication as prescribed by a veterinarian both over and under the counter medications as prescribed. I agree to disclose the reason for reserves the right to decline services if you fail to disclose health issues or adverse reactions that you pet has or has had in the past. List all medications and their dosages and prescribed uses below.

|  |  |  |  |
| --- | --- | --- | --- |
| Medication Name | Dosage | Reason prescribed | Vet Prescribing/ Owner |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

3. ACCEPTANCE OF RISK. Unless Pet Parent has otherwise instructed to the contrary, Pet Parent acknowledges and agrees that his or her pet may encounter and be permitted to interact and play with other dogs and with Company staff members. Pet Parent acknowledges that when dogs play in groups that nicks, bites or scratches may occur, and Company may or may not notify Pet Parent immediately if the pet sustains any nicks, bites or scratches. Pet Parent further acknowledges that animals are unpredictable and that there is a possibility of injury or death to the pet or to another animal or person. Therefore, as consideration of the services rendered by Company, Pet Parent (A) hereby waives and releases Company, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the Company facility is located, and all other representatives or agents of Company (collectively, “Company Parties”) from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her pet while in the care of Company or otherwise relating to the care, control, health and/or safety of the pet arising from pick up, transport, drop off and/or stay at the Company facilities, except to the extent such illness or injury is the result of Company’s gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against Company or any Company Parties with respect to such released claims. “Sickness and illness” shall be defined to include any illness, including, without limitation, Bordetella kennel cough) or any other form of contagious illness.

4. INDEMNIFICATION; LIABILITY. AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDONMENT OF THE PET AT THE COMPANY FACILITY), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR PET(S), WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF COMPANY OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL COMPANY OR ANY COMPANY PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

5. EVALUATION; PARTICIPATION. Company may require an evaluation or assessment of Pet Parent’s pet(s) prior to engaging in dog boarding or joining the dog day care program. Proof of current vaccinations, including rabies, Bordetella, and parvo are required prior to evaluation. Pet Parent is not permitted to attend this evaluation. After evaluation is complete, Company reserves all rights to refuse to provide pet care services for any reason in their sole and absolute discretion. Further, Pet Parent understands participation in play time is at the sole discretion of the Company, and the pets may be separated from other pets or asked to leave for any reason in Company’s sole discretion.

6. PAYMENT. Pet Parent agrees to pay all fees for boarding, day care services, veterinary services or other services owed on the day of pick up for any scheduled reservation under this Agreement.

7. If a pet passes away at the Company’s facility, it will be brought to its or the nearest veterinarian. PET PARENT AGREES THAT PET PARENT IS FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT PROVIDED TO THE PET.

8. PERSONAL PROPERTY. Pet Parent agrees that no Company Party shall be responsible or liable for any damaged personal property belonging either to Pet Parent or the pet. Pet Parent also understands and agrees that the pet’s collar may be removed in the play area to prevent injury to any dog.

9. PHOTOS AND VIDEO RELEASE. Pet Parent agrees to allow Company to use his or her pet’s name and any images or likeness of his or her pet taken while the pet is at the Company facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.

10. OTHER DOCUMENTATION. The terms of this Agreement will govern any reservation form, pet information sheet, instructions from Pet Parent or other document relating to services to be provided by Company.

11. GOVERNING LAW; VENUE. This Agreement is governed by the laws of the State of Colorado, without regard to conflicts of law principles. Company and Pet Parent agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Pueblo County, Colorado, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within said county and state and waives any claim that any of said courts constitute an inconvenient forum.

12. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. Company will be deemed to have accepted this Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.

13. ABANDONED PETS. Pet Parent understands and agrees that if his or her pet is not picked up within three (3) calendar days after the scheduled pick up date, the pet shall be deemed to be abandoned and additional boarding charges shall apply, and in such event, Company place the pet in a shelter or with animal control with no recourse by Pet Parent against Company or any Company Party. PET PARENT FULLY UNDERSTANDS AND AGREES THAT IF PET PARENT ABANDONS HIS OR HER PET AT THE COMPANY FACILITY, PET PARENT MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER PET AND WILL HAVE NO RECOURSE AGAINST ANY COMPANY PARTY.

PET PARENT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, INCLUDING THE RELEASES, WAIVERS OF LIABILITY, ACCEPTANCE OF RISK AND INDEMNITY PROVISIONS AND UNDERSTANDS THAT PET PARENT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW. PET PARENT AGREES THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT PET PARENT OR HIS OR HER DOG(S) or CAT(S).

PET PARENT IS ADVISED TO SEEK LEGAL COUNSEL IF PET PARENT IS UNSURE OF THE EFFECTS OF THE FOREGOINGAGREEMENT.

**ACCEPTED AND AGREED TO BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Permissions/ Acknowledgments:**

VETERINARIAN LIABILITY AND CARE: Owner agrees to Dog Gone Resort & Kennels to obtain medical treatment for Owner’s dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that dog(s) may need medical treatment including anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to Dog Gone Resort & Kennels to use Owner’s vet or nearest 24-hour vet hospital for required treatment.

Owner Agrees to approved treatments received while in the care of the pet animal facility involving immunizations, medications, and any other veterinary treatments, administered.

Owner has provided current Veterinarian orders for medications with a legible label.

Owner agrees to products not labeled for use on pet animals to be used such as as-needed medications.

DOG GONE RESORT & KENNELS DOES NOT USE CONTROL DEVICES only with owners’ consent.

Owner ***acknowledges*** Dog Gone Resort & Kennels keeps records on all pet that receive any medications or immunizations used in the treatment or prevention of illness, or the treatment of injury, while in the care of the pet animal facility.

Owner understand that owner is solely responsible for any harm caused by my dog(s) while my dog(s) is/are attending Dog Gone Resort & Kennels/ overnight boarding or dog day care.

Owner understands and agree that in admitting my dog(s) to Dog Gone Resort & Kennels boarding/ daycare, the staff has relied on my representation that my dog(s) is/are in good health and has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog. The Dog Gone Resort & Kennels staff may at any time remove a dog from daycare if he/she exhibits behavior which could be harmful to other dogs or staff.

Owner further understands Dog Gone Resort & Kennel will separate my dog from a group or boarding situation if aggressive or threatening behavior threatens the wellbeing of other dogs and may be crated to separate from housemates or other boarded animals.

Owner further understand and agree that dogs can sometimes receive minor cuts and scratches at daycare. If a dog becomes otherwise ill or injured and needs immediate care, a Dog Gone Resort & Kennels staff member will transport the animal to the preferred veterinarian or emergency animal care facility. If the owner is unreachable, Dog Gone Resort & Kennel will have the veterinarian proceed with any treatment deemed necessary. Owners will assume all financial responsibility for veterinary treatment.

Owner certifies that I have read and understand the policies of Dog Gone Resort & Kennels as set forth on the Information and Policies and that I have read and understand the conditions and statements of this agreement, including the following: Dog(s) must be spayed or neutered, on a flea/tick preventative program, and up-to- date on DHLPP, rabies, and Bordetella in order to attend Dog Gone Resort & Kennel daycare or overnight boarding.

**ACCEPTED AND AGREED TO BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**