

## **AGREEMENT, WAIVER AND RELEASE OF LIABILITY**

I choose to utilize the services, participate in activities, groom and/or board my dog(s) (“Dog”) at K9 Doc, LLC, dba Ashland Doggy Daycare (“Doggy Daycare”), and I agree to the following:

1. **Charges for Services** — I agree to pay the rates in effect at the time my Dog is at Doggy Daycare.
2. **Hours of Operation** — I acknowledge Doggy Daycare hours of operation are Monday through Friday 6:30a.m. – 7:00p.m. If my Dog is not picked up by 7:00 p.m., my Dog will be fed and boarded for the night, and I agree to pay the resulting charged for overnight boarding at rates in effect at that time. If I purchased a pre-paid package, the cost will be deducted from my balance.
3. **Payment** — I agree to pay all fees in full at the time I pick up my Dog, though Doggy Daycare reserves the right, in its sole discretion, to invoice me for fees under a different arrangement to which I agree. Unless invoiced, I understand my Dog may not leave Doggy Daycare until I pay all fees due.

Doggy Daycare charges a \$30.00 handling fee for all returned checks.

4. **Risk of Injury** — I understand, acknowledge and assume the inherent risks, foreseeable and unforeseeable, that may arise from my Dog’s exposure to other dogs and other environments, including the risk of illness, injury and death (collectively “Injury”). Despite health requirements and proper animal handling, preventative measures may be inadequate to prevent Injury from the actions or inactions of other dogs, my Dog, and/or Doggy Daycare. I specifically acknowledge the risk of Injury arising from interactive play with other dogs, during which my Dog could inflict or suffer Injury to/from another dog. Unless the result of Doggy Daycare’s gross negligence or intentional misconduct, I assume full and sole responsibility for my Dog’s participation in all activities at Doggy Daycare and any Injury or theft my Dog or I sustain. Doggy Daycare has no responsibility in any way for any Injury or theft my Dog or I sustain as a result of my own negligence or grossly negligent acts or misconduct.
5. **Indemnification** - I release and agree to indemnify and hold Doggy Daycare harmless (including officers, employees, or volunteers acting at Doggy Daycare direction and any Doggy Daycare participants, whether people or dogs) for any Injury that my Dog or I sustain as a result of activities at Doggy Daycare, regardless whether Injury is caused by Doggy Daycare and regardless whether Injury occurs in, on, or adjacent to Doggy Daycare. I make this release on behalf of myself, my personal representatives, heirs, agents and assigns.

I acknowledge that Doggy Daycare is not responsible for actions of third parties, including but not limited to other Doggy Daycare participants (people and dogs) not acting under Doggy Daycare’s direction and control. I release Doggy Daycare from any liability related to third parties, including claims, demands, and causes of action for Injury to me or my Dog.

6. **Liability for Injuries Caused by My Dog** — I understand that I may be liable for any medical care, expense and damage that my Dog causes to another person or dog, and I agree to indemnify and hold Doggy Daycare harmless from any and all such claims.
7. **Emergency Care for My Dog** — If my Dog experiences any medical problems while in the care of Doggy Daycare, I authorize Doggy Daycare to do whatever they deem necessary for the safety, health, and well-being of my Dog, and I further agree to assume full financial responsibility for any and all expenses incurred. See attached Vet Release form.
8. **Vaccinations** — I acknowledge that vaccines do not protect against all communicable illnesses that may affect my Dog(s). I confirm that my Dog(s) has/have not been exposed to any contagious diseases within the past thirty days and I certify that my dog(s) is/are in good health and is/are up to date on all vaccinations (Bordetella, Rabies, Distemper, and Influenza), is/are on flea medication, and has/have had a negative fecal and a negative heartworm test in the past year.
9. **Duration of Agreement** — I agree that this Agreement remains valid for all visits for my Dog(s) named below and all occurrences of participation in the year 2019, unless I expressly revoke the Agreement in a writing provided to Doggy Daycare’s owner and operator.
10. **Legal** – This Agreement is governed by the laws of Ashland County, Ohio. If any term of the Agreement is deemed invalid or unenforceable, the remaining portions of the Agreement shall remain valid and enforceable.

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(Please print your name)

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(Please print your dog’s name)

\_\_\_\_\_

(Signature of Owner)

\_\_\_\_\_

(Please print your dog’s name)

Date: \_\_\_\_\_