

AGREEMENT & WAIVER

In engaging the services of Sit'NStay LLC, I and my representatives agree to the following:

1. REPRESENTATIONS AND WARRANTIES.

A. I hereby represent and warrant as follows:

- 1) I am the actual owner of the dog(s) listed below.
- 2) My dog(s) are current on rabies vaccination and has/have received other regular vaccinations and/or satisfactory titer level results from a certified veterinarian. I agree to provide a copy of the veterinarian certification if requested.
- 3) My dog(s) has/have no history of vicious or violent behavior.

B. Sit'NStay LLC hereby represents and warrants as follows:

- 1) Sit'NStay LLC has the sole right to control and direct the means, details, manner, and method by which its services will be performed.
- 2) The services shall be performed in accordance with standards prevailing in the industry and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and Sit'NStay LLC shall obtain all licenses, permits, or permissions required to comply with such standards, laws, rules, or regulations.
- 3) Sit'NStay LLC is responsible for providing business insurance coverage.

2. ASSUMPTIONS OF THE RISKS AND RELEASE.

I recognize that there are certain inherent risks associated with dogs and their behavior and I assume full responsibility for injury to or from my dog(s) and further release and discharge Sit'NStay LLC for injury, loss or damage arising out of my dog(s) use of or presence upon the facilities of Sit'NStay LLC whether caused by the actions of my dog(s), Sit'NStay LLC or other third parties.

3. EXCLUSION OF LIABILITY.

I hereby expressly agree that Sit'NStay LLC shall not be responsible for any of the following:

- a. any and all liability arising out of the services provided; provided, however, that Sit'NStay LLC is not excused from liability for any direct injuries to any dog(s) or to tangible property resulting from Sit'NStay LLC's gross negligence or intentional misconduct;
- b. any costs (including but not limited to medical care and attorneys' fees) related to any dog's biting of another person or animal;
- c. any and all liability related to off-site care, transportation, veterinarian treatment, and expenses for any dog; and
- d. any and all expenses resulting from any dog(s)' destructive behavior or any house soiling.

4. **INDEMNIFICATION.** I agree to indemnify and defend Sit'NStay LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my dog(s) use of or presence upon the facilities of Sit'NStay LLC or from my dog(s) actions when in the care of Sit'NStay LLC, regardless of location.
5. **DAMAGE FEES.** I agree to pay for all damages to the facilities of Sit'NStay LLC from the actions of my dog(s), regardless of the reasons causing said action.
6. **MEDICAL FEES.** I agree to pay for necessary medical treatment for any injured dogs or humans resulting from the actions of my dog(s), regardless of the reasons causing said action.
7. **AUTHORIZATION OF EMERGENCY MEDICAL CARE.** If any animal health emergency occurs and neither I nor any of my Emergency Contacts can be reached, I hereby authorize Sit'NStay LLC or its representatives to obtain such emergency veterinary care for my dog(s) as Sit'NStay LLC deems necessary for which I will be financially responsible. I further agree to indemnify and hold harmless Sit'NStay LLC from any liability arising from such veterinary charges.

Emergency Contact 1: _____
Name Phone

Emergency Contact 2: _____
Name Phone

Preferred Veterinarian: _____

Specific Caregiver: _____

Phone: _____ **Address:** _____

Dog's Name(s): _____

By signing below, I agree to all terms and conditions of this Agreement & Waiver:

Owner's name (print) _____ **E-mail** _____

Owner's signature _____ **Phone** _____

Date _____

Sit'NStay representative name (print) _____

Sit'NStay representative signature _____

Date _____