



Durango Pet Resort
35 Design Center Rd
Durango, CO 81301
P: 970.259.7387 F: 970.385.7829
durangopetresort@gmail.com

Durango Pet Resort, LLC Boarding and Services Agreement

NOTICE TO THE PET OWNER/GUARDIAN:

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE DURANGO PET RESORT (referred to in this agreement as “DURANGO PET RESORT”), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.

In consideration for my pet(s) _____ being permitted to be a pet guest at Durango Pet Resort, by signing this document, I _____, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Durango Pet Resort at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Durango Pet Resort, LLC Boarding and Services Agreement.

Policies, Procedures, Terms and Conditions

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand Durango Pet Resort reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) has been in good health for the last 30 days prior to check-in, (4) my pet is not aggressive or toy protective, (5) I have completed the Dog or Cat Profile, (6) my dog will enter and exit Durango Pet Resort facility on a leash, and (7) my cat will enter and exit Durango Pet Resort facility in a cat carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Durango Pet Resort employees are not veterinarians and do not have backgrounds in animal medicine. Durango Pet Resort employees cannot diagnose or detect illnesses in the pets that are staying at Durango Pet Resort. I agree to assume all risk associated with the administration of medication by Durango Pet Resort during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY DURANGO PET RESORT, ITS OWNERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST DURANGO PET RESORT, ITS OWNERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM DURANGO PET RESORT OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- 5. Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Durango Pet Resort, that Durango Pet Resort may administer a flea bath and flea spot treatment at my expense.



Durango Pet Resort
35 Design Center Rd
Durango, CO 81301
P: 970.259.7387 F: 970.385.7829
durangopetresort@gmail.com

- 6. Veterinarian Care.** I agree to allow Durango Pet Resort to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Medical treatment may require transportation of my pet to receive care and I hereby authorize such transportation. I grant Durango Pet Resort full authority to make decisions involving the medical treatment of my pet during its stay at Durango Pet Resort. I agree that I am fully responsible for the cost of any such medical treatment and transportation.
- 7. Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Durango Pet Resort. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Durango Pet Resort, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of Durango Pet Resort, or as a result from time spent at Durango Pet Resort. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE DURANGO PET RESORT, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT DURANGO PET RESORT MAY CONTACT THE APPROPRIATE AUTHORITIES.
- 8. Transportation.** I agree that if my pet is transported to or from Durango Pet Resort by Durango Pet Resort, its employees or agents that I AGREE TO HOLD DURANGO PET RESORT, ITS OWNERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- 9. Dog Daycare.** I understand that Durango Pet 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 and scratches on my pet. While Durango Pet Resort provides reasonable care and supervision in the playgroups, I understand and agree that Durango Pet Resort employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.
- 10. Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at Durango Pet Resort. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs. I authorize Durango Pet Resort to use squirt bottles, and in extreme cases, muzzles to control my pet for the protection of other pet guests and humans.
- 11. Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative you hereby authorize Durango Pet Resort to continue to provide care at your expense. If such pet is deemed abandoned under local, state, or federal law or regulations, Durango Pet Resort, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT DURANGO PET RESORT, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST DURANGO PET RESORT.
In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.



Durango Pet Resort
35 Design Center Rd
Durango, CO 81301
P: 970.259.7387 F: 970.385.7829
durangopetresort@gmail.com

- 12. Photo and Video Release.** I agree to allow Durango Pet Resort to use my pet's name and any images or videos taken while he/she is in the care of Durango Pet Resort, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 13. Personal Property.** I agree that Durango Pet Resort shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.
- 14. Service Fees.** I agree to pay for all fees, services, and products with a credit card, cash, or check at the time of my pet's pickup from each visit at Durango Pet Resort. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 15. Reservations.** I understand that reservations are accepted but not guaranteed without verification of Durango Pet Resorts requirements. I understand that Durango Pet Resort may require a three (3) night minimum for all boarding reservations during any Peak/Holiday periods. For extending stays, balance must be paid in full prior to extension.
- 16. Cancellations. Non-holiday/non- peak policy:** I understand that all confirmed reservations for NON HOLIDAY/NON PEAK DAYS must be cancelled at least (3) days prior to my pet's reserved arrival date. **I further understand that a cancellation made within three (3) days of my pet's arrival date or a no-show will result in my credit card on file being charged \$30.**
Holiday/Peak day policy: I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be cancelled by the first (1) of the month of my pet's reserved arrival date. I further understand that cancellation made by the first (1) of the month of my pet's reserved arrival date, or a no show, will result in Durango Pet Resort to keep the deposit I made at time of booking.
Early departure Holiday/Peak day: Regardless of reason, once a pet's stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.
- 17. Rescheduling Boarding:** If a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is then cancelled within our cancellation period of the original check in date, it will result in a cancellation fee.
- 18. Rescheduling Grooming:** Due to our groomers being independent contractors, any late, missed or rescheduled grooming appointment will result in the full charge of the expected service.
- 19. Check-in & Check-out Times.** I understand checking my pet out after 12:00 P.M. will incur a half day boarding charge. I also understand that checking my pet In or Out outside of hours of operation, could incur a fee which is deemed at Durango Pet Resorts discretion.
- 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 to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Durango Pet Resort. **I understand that Durango Pet Resort is relying on and will rely on those representations to provide a safe environment for both humans and animals.**



Durango Pet Resort
35 Design Center Rd
Durango, CO 81301
P: 970.259.7387 F: 970.385.7829
durangopetresort@gmail.com

21. WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD DURANGO PET RESORT, ITS OWNERS, 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 DURANGO PET RESORT, ITS OWNERS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO DURANGO PET RESORT, (2) MY PET, INCLUDING BUT NOT LIMITED TO DISTRUCTION 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.

22. Sole Agreement. This writing represents the sole agreement between Durango Pet Resort and the Owner/Guardian.

23. Affirmation. Each time I bring my pet into Durango Pet 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.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. 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 DURANGO PET RESORT LLC, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. Check durangopetresort.com for the most current agreements, or contact our front desk.

Signature of Owner/Guardian: _____

Date: _____