

5. I understand that K-9 Island shall exercise reasonable care for my dog I leave at their facility. I recognize and accept potential risks associated with dog play. I agree to be responsible for any and all acts of behavior of my dog while it is in the care of K-9 Island, to include payment of costs of injury to staff or other animals or damage to facilities caused by my dog.

**6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I (A) HEREBY RELEASE AND AGREE TO HOLD HARMLESS K-9 ISLAND AND IT'S OFFICERS, OWNERS, EMPLOYEES AND AGENTS (TOGETHER REFERRED TO AS K-9 ISLAND IN THIS SECTION) FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY MY DOG WHILE IN K-9 ISLAND'S CARE; AND (B) AGREE NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST K-9 ISLAND WITH RESPECT TO SUCH RELEASED CLAIMS. WITHOUT LIMITING THE PROVISIONS ABOVE, K-9 ISLAND'S AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO A DOG WILL BE LIMITED TO THE LESSER OF (A) THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY, OR ILLNESS OCCURRED, OR (B) \$400. IN NO EVENT WILL K-9 ISLAND BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. I SHALL INDEMNIFY, DEFEND, AND HOLD K-9 ISLAND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, COST, PENALTIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM (A) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN THIS AGREEMENT, OR (B) ANY ACTS OR BEHAVIOR OF THE DOG WHILE IN THE CARE OF K-9 ISLAND, INCLUDING INJURY TO STAFF OR OTHER ANIMALS, OR DAMAGE TO FACILITIES. When pets are boarded they are placed under a great deal of stress because of removal from their normal home environment. This stress can cause latent (dormant) physical conditions (such as heart, liver and kidney disorders) to become active. This can result in illness or death of said pet. (In the unlikely event of death, the animal will be held at a veterinarian of our choosing) If the pet becomes ill or if the state of the pet's health otherwise requires professional attention, the Kennel, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet, and the expenses thereof shall be paid by Owner.**

7. I and \_\_\_\_\_ are the owners of my dog, free and clear of all liens and encumbrances.

8. This Agreement and the K-9 Terms and Conditions, attached hereto and incorporated herein by reference, contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on my heirs, administrators, personal representatives and assigns and K-9 Island.

9. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be governed, construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of laws principles as applied in Colorado. Venue for any action arising under this Agreement shall lie in a court of competent jurisdiction in Larimer County, Colorado. The substantially prevailing party of the action shall be awarded reasonable attorney's fees and costs.

10. Crating is okay if needed and I give my permission for comingling during their stay.

AS EVIDENCED BY MY SIGNATURE BELOW, I AGREE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

**OWNER:**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**K-9 Island, LLC Representative**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Owners Initials \_\_\_\_\_ Page 2 of 2