



## Pet Care Agreement and Release of Liability

THIS AGREEMENT is entered into by and between BARK CLUB, and dog owner (hereinafter referred to as "Owner"):

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Dog(s) name / breed(s): \_\_\_\_\_

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1. \_\_\_\_\_ I (Owner), represent that I am the legal owner of the above-named dog(s) and I assume all risks, dangers, and responsibility for any and all injuries to the above-named dog(s). Owner understands and agrees that Owner is solely responsible for any harm while Owner's dog(s) is/are attending Daycare / Boarding.
2. PHOTO AND VIDEO RELEASE: BARK CLUB loves to post pictures and videos on Facebook, our website, and/or in magazine ads. Owner agrees to allow BARK CLUB the use of Owner's pet's name and any images or likeness of Owner's pet taken while he/she is at BARK CLUB, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and Owner releases to BARK CLUB all rights that Owner may possess or claim to such image, likeness, recording, etc.
3. DOG'S HEALTH: Owner further understands and agrees that Owner's dog(s) are healthy and while attending BARK CLUB have current vaccinations for Rabies, Distemper and Bordetella. Owner is not enrolling any dog that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's dog can still contract Kennel Cough. Owner agrees that Owner will not hold BARK CLUB responsible if Owner's dog(s) contracts Kennel Cough or other dog to dog transmitted ailments.
4. VACCINATIONS: Owner understands that while my dog is fully vaccinated that vaccines are not guaranteed and there is a risk that the dog may contract a contagious disease or illness. Owner agrees that should this occur Owner is responsible for dog's care and medical attention. Owner also agrees to allow for a 7-day waiting period after his/her dog has had their vaccinations, to allow the vaccines to reach full protection potential and to ensure Owner's dog(s) has not has any negative reaction to the vaccines. Should Owner allow Owner's dog(s) to stay at BARK CLUB less than 7 days after vaccination, Owner understands that Owner's dog(s) could be at risk of contracting a contagious virus and / or disease.
5. FLEA/TICK FREE: All dogs must be flea and tick free. Should a dog be observed to have fleas or ticks, a flea/tick bath treatment will be applied and charged to the Owner at a rate of up to \$50.00 per dog, per treatment, depending on severity of infestation and size of dog.
6. GROUP PLAY: All dogs must pass a general behavior assessment in order to attend dog-to-dog group play. No dog may be admitted to group play who shows any signs of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to dog-to-dog group play, Owner is representing to BARK CLUB that Owner's dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dogs. Any dog demonstrating aggression or other behavior deemed unacceptable by BARK CLUB staff may be required to leave daycare/boarding.
7. RELEASE OF LIABILITY: Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. Dog play is monitored by BARK CLUB staff to best avoid injury, but scratches, punctures, torn ligaments,



and other injuries may occur despite the best supervision. Owner further understands and agrees that BARK CLUB daycare/boarding, nor any of its employees, staff, or volunteers will be liable for any illness, injury, death, and/or escape of Owner's dog(s) provided that reasonable care and precautions are followed, and Owner hereby releases BARK CLUB staff or volunteers of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending BARK CLUB.

8. **PERSONAL PROPERTY:** Owner understands that Owner is solely responsible for any harm, including to any other pet(s), to the employees or invitees of BARK CLUB, or to the equipment, facilities, or other property of BARK CLUB, caused by Owners dog(s). Owner also agrees that BARK CLUB shall not be responsible or liable for any lost or damaged personal property belonging either to Owner or Owner's pet.
9. **FOOD and MEDICATION:** When boarding overnight, Owner agrees that it is the Owner's responsibility to leave an adequate supply of food and medications for Owner's dog(s) during the entire time Owner's dog is cared for by BARK CLUB. Should the food/medication supply need replacement, Owner authorizes BARK CLUB to purchase replacement and Owner will reimburse BARK CLUB for the actual food and medication costs, plus up to \$25.00 time/distance trip fee (per occurrence).
10. **VETERINARIAN LIABILITY AND CARE:** Owner hereby consents to BARK CLUB obtaining 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. BARK CLUB shall make a reasonable attempt to first contact Owner, unless emergency medical treatment requires immediate action by BARK CLUB. 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 BARK CLUB to use Owner's vet or nearest 24-hour vet hospital for required treatment.
  - Yes \_\_\_\_\_ or No \_\_\_\_\_ If Yes, maximum dollar amount is \$\_\_\_\_\_.
11. **WEAKENED IMMUNE SYSTEM:** Owner understands special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for daycare or boarding the Owner is waiving any claim for injury or illness experienced by Owner's dog while in our care.
12. **ELDERLY DOGS:** In the event Owner's dog passes on while in our care, our policy is to transport Owner's dog to Owner's vet (within 15 miles) where he/she will be held until Owner can be reached by the vet for further instructions. If Owner's vet is closed or outside of the BARK CLUB transport distance, then we will transport to nearest 24-hour facility. Trip charge will apply based on time/distance.
13. **GROOMING:** A grooming expense shall be charged to Owner and paid by Owner, if Owner's dog(s) nails are too long and cause breaking of skin or deep scratches to staff, volunteers, and/or other dogs. Nail trim cost up to \$15.00. In addition, if Owner's dog(s) soil their fur, BARK CLUB will bathe them at Owner's expense at the normal BARK CLUB grooming rate.
14. **PREPAID PACKAGES:** Owner understands that prepaid daycare packages are nonrefundable and expire 12 months from date of purchase. Discounted packages are provided only if they are paid for in advance.
15. **PAYMENTS:** Payment in full is due and payable at the end of each visit to BARK CLUB. Payment may be made in American currency, Visa, Discover, or Master Card. A \$30.00 NSF charge will be included for returned checks. We do not keep credit card information on file. Owner understands that if no provisions for payment at the time of pickup of my dog, BARK CLUB reserves the right to withhold Owner's dog(s) and will charge for continued services



and any additional fees until payment is made in full. Owner understands that failure to complete payment within 7 days of the notified due date, BARK CLUB will proceed with the ABANDONED PET PROCEDURE below and shall contact the appropriate authorities Regarding the neglect or abandonment of an animal pursuant to Neb. Rev. Stat. section 28-1009.

**ABANDONED DOG PROCEDURE:**

We will attempt to contact you by telephone and/or in writing using the information that you have provided, advising you that if your dog is not picked up within 7 days, your dog will be deemed to be abandoned and we will deliver your dog to a third party adoption partner, animal shelter, or attempt to find a new owner for your dog. If you fail to pick-up your dog for any reason, you release BARK CLUB, its staff, owners, representatives, and agents from further liability and responsibility for your dog.

- 16. CANCELLATION / NO-SHOW POLICY: Cancellations for boarding appointments must be made 48-hours prior to reservation date. If cancellation notice is less than 48-hours an amount of one-night stay will be invoiced.
- 17. CLOSING TIME: Owner agrees that if Owner’s dog(s) is/are not picked up by closing time of 6:00 p.m. Central Standard Time, Owner will be charged late fees in the amount of \$5 for every 15 minutes or portion of up to 60 minutes, or one hour. Owner understands that dogs left after 8:00 p.m. will be charged \$60 in addition to the daycare fee to account for the late fee, plus boarding fee, whether Owner’s dog is boarded or not. Owner understands that should this occur, Owner may not be able to pick up Owner’s dog until the following day and may also be charged by BARK CLUB for any additional fees for food and other supplies used for boarding for Owner’s dog.
- 18. BOARDING: Owner understands that boarding services are charged on a 24-hour basis, with drop-off and pick-up permitted only during hours of daycare operation. Boarding pick-up beyond 24 hours from time of drop-off will be charged additionally at a corresponding daycare rate and / or may be subject to an additional boarding night fee charge. Owner understands that BARK CLUB reserves the right to refuse after hours pick up.
- 19. RIGHT OF REFUSAL: BARK CLUB reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other daycare/boarding standards. The determination shall be made at the sole discretion of BARK CLUB. Owner agrees to pay for any fees incurred prior to the time the decision of refusal or dismissal is made.
- 20. FULL FORCE AND EFFECT: Owner further understands and expressly agrees that each and every of the foregoing provisions contained in paragraphs 1-20 shall be in force and effect and shall apply to each and every occasion on which Owner’s dog(s) stays with BARK CLUB for daycare, extended boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by a writing signed by BARK CLUB and the Owner.

Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability and the regulations set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

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