

Liability Waiver

Indemnity Agreement and Release of all Liability for use of Doggie Stays and Getaway Services

Doggie Stays and Getaways, LLC (“**Doggie Stays and Getaways**”) and its employees, volunteers, officers, directors, partners, agents, insurers, affiliates, and assigns, will exercise the utmost of due care to protect the health and safety of my dog while using the services associated with Doggie Stays and Getaways (“**Services**”). In consideration of the Services and as an express condition thereof, I hereby waive and release, on behalf of myself, and my heirs, personal representatives and assigns, to the fullest extent permitted by law, any and all claims, including those relating to damage, illness, injury, death and/ or escape, against Doggie Stays and Getaways and Doggie Stays and Getaways’ employees, volunteers, officers, directors, partners, agents, insurers, affiliates, and assigns (collectively, the “**Released Parties**”) arising out of my dog’s use of the Services. I further agree to indemnify, defend, and hold Doggie Stays and Getaways harmless against any claims by persons or entities other than myself related to my dog’s participation in the Services.

By enrolling my dog in the Services, I warrant and represent that I am the legal owner or caretaker of my dog and assume all risks, dangers and responsibility for injuries to my dog. I understand and agree that I am solely responsible for any harm to my dog while my dog is utilizing the Services. I understand and agree that I am solely responsible for any harm or damage caused by my dog while utilizing the Services.

I understand that before my dog can utilize the Services, all paperwork must be provided to a Doggie Stays and Getaways employee, including, but not limited to: Service Contract and Client Information Form.

Health of Dog

I understand and agree that my dog is in good health and has not been ill with any communicable disease or parasites within the last thirty (30) days. I agree that my dog will at all times be current on its vaccinations. I agree that my dog does not have any condition that could potentially jeopardize the health of other dogs and/or people.

I understand that even with vaccinations, illnesses in dogs may occur. Particularly, I understand that even if my dog is vaccinated for Bordetella (commonly known as kennel cough) there is a chance that my dog can still contract kennel cough within social settings. I agree that Doggie Stays and Getaways will not be responsible if my dog becomes ill, including if my dog contracts kennel cough.

Doggie Stays and Getaways requires that all dogs must:

- Be spayed or neutered (exceptions are made for puppies 1yr and younger)
- Be current on all vaccinations including Rabies and Bordetella
- Be in general good health;

- Be free of ticks and fleas;
- Be leashed when entering and exiting the boarding location; and
- Have absolutely no history of aggression with other dogs and/or people.

I understand that Doggie Stays and Getaways may, in its sole discretion and at any time, request proof of the above requirements, including but not limited to copies of vaccination certificates.

Emergencies

Doggie Stays and Getaways is authorized to seek veterinary assistance in the event of an emergency. I grant Doggie Stays and Getaways permission to take any and all steps necessary to obtain medical treatment for my dog and assume full responsibility for any and all charges incurred therewith, including but not limited to diagnosis, treatment, grooming, medical supplies and boarding. Or, if I am unreachable, I request that the maximum amount spent on medical treatment does not exceed \$_____. I understand that service at my dog's veterinarian may not be feasible in the event of illness or injury and further consent to any professional veterinarian being retained to render care for my dog.

I understand that, in the event of an emergency, Doggie Stays and Getaways will make reasonable efforts to ensure the safety of my dog which may include removing them from the residence and contact me and/ or my designated emergency contact regarding any treatment, illness, injury or potential problems as soon as the condition is deemed non-life threatening and/or contact is possible.

Personal Property

I understand that Doggie Stays and Getaways is not liable for any lost, stolen or damaged personal property belonging either to me or to my dog. I further understand that if my dog causes any property damage to the boarding location, I assume all responsibility for the full cost of all treatment, repairs and replacements.

My Dog's Behavior

I agree to take full responsibility of my dog's behaviors and actions during it's stay with Doggie Stays and Getaways, including but not limited to; jumping over or digging under fences, escaping out of the boarding location, harming another dog or human, engaging in a dog fight, biting or being bit; eating grass, chewing on furniture or other inappropriate objects, etc.

Furthermore, because Doggie Stays and Getaways occurs within a private residence, I understand that my dog will not be supervised every hour. I take full responsibility for any action or ill behavior taken by my dog when unsupervised, either in or outside of the home.

If my dog is excessively barking to the point it disturbs the pack dynamic, Doggie Stays and Getaways Staff or the surrounding neighborhood, *and* if my dog is not responding to basic training methods and corrections, I understand a bark vibration or shock collar may be used.

Additional Optional Fees

I agree to the fees and charges associated with the use of the Services and agree to pay for all charges before or at the time of dropoff. Additionally, I understand the following fees will be charged if/when necessary:

- \$25.00 (Minimum fee) if anything (including food) needs to be picked up or bought during your pup's stay.
- \$15.00 After Hours pickup or drop-off (dependent on staff availability and must be pre-arranged)
- \$45.00/hour vet visit (includes transportation) for non-emergency visits

Time, Limit, Abandonment

I understand and agree that if my dog is not picked up by the end of the Doggie Stays and Getaways regular business day (your scheduled pickup time or 6pm whichever is earlier) then I hereby expressly authorize Doggie Stays and Getaways to take whatever action is deemed necessary for the continuing care of my dog, including, but not limited to, doggie daycare and animal boarding. I agree to pay Doggie Stays and Getaways any and all costs of continuing such care immediately upon retrieval of my dog or prior to pickup.

Further, I understand that if I do not pick up my dog within five (5) days after my scheduled pickup date, Doggie Stays and Getaways shall be authorized to proceed according to the local municipal code governing abandonment of animals and the authorities will be notified.

Photos and Videos

Occasionally, photos or video footage may be taken of dogs utilizing the Services. I agree to allow Doggie Stays and Getaways to use any image, video or likeness of my dog taken while using the Services for marketing, educational or promotional materials, understanding that the resulting photos, videos or likenesses are the sole property of Doggie Stays and Getaways

Admittance

Doggie Stays and Getaways reserves the right to refuse admittance to any dog or to dismiss any dog that does not meet Doggie Stays and Getaways health, temperament or other standards. This determination shall be made at the sole discretion of Doggie Stays and Getaways.

Doggie Stays and Getaways is committed to the safety and care of dogs and will promptly notify the authorities of any signs of neglect and/or abandonment.

I understand and expressly agree that each and every of the foregoing provisions shall be in full force and effect and shall apply to each and every occasion on which my dog uses the Services. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by written documentation signed by the parties.

Cancellation Policy

- You'll receive a full refund if you cancel by 12:00 noon MST **the day before** the stay begins or 24 hours in advance, whichever comes sooner.
- If you cancel **after** 12:00 noon the day before the stay begins, or with less than a 24 hour notice, you'll get a 50% refund for the first 7 cancelled days and a full refund for any remaining days.
Example: If you cancel a 4-week vacation after 12:00 noon the day before the stay begins, you'll only be charged 50% for the first 7 days. You'll get a full refund for the remaining 3 weeks.
- No refunds are issued for early pickups on the scheduled pickup day (i.e. your scheduled pickup time is 6pm but you decide to pickup at 11am instead) or for pickups on earlier days scheduled than the original booking.
- Because we fill up about a month in advance and have a waiting list for the weeks of Spring Break, Thanksgiving, Christmas and New Years, we require a **non-refundable payment in full one week prior to the booking starting** for any booking that includes the follow dates: March 24-April 3, Nov. 17-27 and Dec. 18-Jan 1.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT IS AN AGREEMENT TO INDEMNIFY DOGGIE STAYS AND GETAWAYS AND THE OTHER RELEASED PARTIES AND IT IS A WAIVER AND RELEASE OF LIABILITY AND A PROMISE NOT TO SUE OR MAKE A CLAIM. I AM AWARE THAT THIS AGREEMENT IS A CONTRACT BETWEEN DOGGIE STAYS AND GETAWAYS, LLC AND ME, AND THAT I CANNOT PARTICIPATE IN THE DOGGIE STAYS AND GETAWAYS SERVICES UNLESS I SIGN THIS AGREEMENT, WHICH I AM DOING OF MY OWN FREE WILL.

(Print First and Last Name)

(Date)

(Sign First and Last Name)

(Dog Name(s))