DOWNTOWN DOG HOLD HARLMLESS AGREEMENT AND LIABILITY RELEASE

A separate agreement and release must be filled out for each pet.

Pet Owner:	Pet's Name:
Pet's Breed:	_

I. PET OWNER'S REPRESENTATIONS

As a part of the process of protecting the safety of all pets at the Downtown Dog facility, I represent to Downtown Dog as follows:

- 1. My Pet, named above has, within the last (12) months, received vaccinations for Rabies and DHLPP and has within the last (6) months, received a vaccination for Bordetella.
- 2. Any veterinarian records I have submitted to Downtown Dog as proof of vaccinations are accurate.
- 3. My Pet has been on a flea and tick preventative program for at least (30) days.
- 4. My Pet is at least (4) months old and has been spayed or neutered.
- 5. To the best of my knowledge, my Pet is not currently infected with distemper or other contagious disease.
- 6. My Pet has not within the past (12) months, harmed or shown aggression or threatening behavior to any other Person or Pet.
- 7. All information I have provided on the Downtown Dog Pet Personality Profile and Contact Information is accurate.
- 8. I understand that Downtown Dog will rely on the above representations in agreeing to admit my Pet to this facility and its program.

II. MEDICAL TREATMENT

- 9. I understand that Downtown Dog is not a veterinary clinic. In my absence, I authorize Downtown Dog to act on my behalf in case of an emergency or apparent danger to my Pet's health. In such case Downtown Dog is authorized (but not required) to transport my Pet to a veterinary clinic of its choice. Downtown Dog will if it deems feasible use the veterinarian designated by Pet Owner's Enrollment Application or other records. I understand that Downtown Dog does not have control over the care provided by the veterinary clinic and agree that Downtown Dog will have no liability for injuries or damages caused by any veterinary clinic.
- 10. I understand that most veterinarians and emergency clinics require immediate payment. I agree to reimburse Downtown Dog for all charges incurred for my Pet's medical care. <u>I will not seek reimbursement or retribution from Downtown Dog should an accident, injury, illness, loss or death of my Pet, be caused by or occur during or following any services rendered by Downtown Dog or its employees.</u>

III. IMPORTANT DETAILS

- 11. I understand that Downtown Dog is not responsible for damage to or loss of any pet toys or other pet items or property of pet owner left with Downtown Dog.
- 12. I agree to pay for services of Downtown Dog in accordance with its current rate schedule or acknowledge receipt of a schedule of current rates. I agree to make payments by cash, credit or debit card promptly upon returning to pick up my Pet.
- 13. I understand the hours of operation for Downtown Dog as follows: Monday Friday 7:00 AM 7:00 PM. Saturday 8:00 AM 5:00 PM; Sunday boarding pick-ups only between 3:00 PM 5:00 PM. I agree that if I fail to pick up my Pet by 9:00 AM the following morning my Pet will be checked into daycare. I understand that I will then owe for daycare as well.
- 14. I agree that if am unsatisfied with the services provided by Downtown Dog that I will notify Downtown Dog by close of business the following day.

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- 15. I agree that Downtown Dog has the right to terminate service to any Pet that is aggressive, unmanageable, too loud, bites, or is not suited for the Downtown Dog environment.
- 16. I understand that Downtown Dog will not release my Pet to anyone without my consent. I also understand that the person picking up my Pet will be required to present a photo ID.

IV. PET OWNER RESPONSILITY

- 17. I have toured and inspected the Downtown Dog facility and am confident that Downtown Dog makes every effort to provide a sanitary, safe and caring environment for all Pets that are left in its care.
- 18. I understand while under the care of Downtown Dog, my Pet will be allowed to interact and play together with other dogs on an "off leash" basis. I understand that such play and interaction involves risks such as injuries from other dogs. I also understand the benefits of play and interaction and am willing to assume such risks.
- 19. Downtown Dog does not allow Pet collars with buckles or chains or choke collars. All dogs must wear a quick-release collar at all times. Should you not have one on your day of check-in, Downtown Dog has collars available for sale.
- 20. All identification tags must be properly attached.

V. DISCLAIMER AND LIMITATION OF LIABILITY

- 21. I understand and agree that admitting my Pet into the program, Downtown Dog has relied on my representation that my Pet is in good health and has not harmed, shown aggression or threatening behavior towards and other Person or Pet.
- 22. I understand and agree that should my Pet have any specials needs or require special attention or medication I have noted this on the Pet Personality Profile, and have verbally expressed these at check in.
- 23. I hereby release Downtown Dog, its owners, officers, agents, employees from any and all liabilities, obligations causes of actions, claims and rights that I have or may have against them, whether now known or unknown, accrued or not accrued, existing at or in regard to my Pet's attendance at the Downtown Dog facility.
- 24. I further understand and agree that any problem that develops with my Pet will be treated as deemed best by Downtown Dog, in its sole description, and I agree to reimburse Downtown Dog for any and all expenses incurred for that purpose.
- 25. I further understand and agree that I am fiscally responsible for any injuries/sickness caused to another Pet(s) or Person(s) by my Pet.
- 26. I agree that Downtown Dog, its owners, officers, agents, employees, directors and assigns will not be liable for any injury to my Pet that arises out of, or is occasioned by, directly or indirectly, the failure or defectiveness of, or caused by any item provided, or the negligence of Downtown Dog in connection with any service furnished by Downtown Dog. I agree that Downtown Dog is not responsible for any injury to or loss of my Pet should my Pet escape the premises. I understand that I will not hold Downtown Dog responsible for any incidental or co sequential damages resulting directly or indirectly from any injury or loss of my Pet(s).
- 27. Should I have a complaint or claim of negligence toward Downtown Dog, I agree to submit a written statement of my complaint to Downtown Dog for its signature within five (5) days of the completion of services provided. Failure to do so within five (5) days will constitute a full and final waiver of any claim against Downtown Dog.

Pet Owner Signature:	Date:	