

## Daycare & Boarding Waiver

I, the legal guardian(s) of \_\_\_\_\_ (hereinafter "my dog"), hereby agree to the following terms and conditions of my pet's participation in activities at Petopia.

1. I understand that Petopia Ltd. and its staff (hereafter collectively "Petopia") agree to exercise due diligence and reasonable care, and to keep the premises sanitary and properly enclosed.
2. I understand that despite the best efforts of the staff at the Petopia, accidents can occur. Pursuant to this agreement and in consideration of the due diligence exercised by the staff, I hold Petopia harmless for any liability with respect to loss or damage resulting from disease, theft, fire, death, escape, or injury to my dog. I further hold Petopia harmless for harm to any person, other dog(s) or property by my dog.
3. Standard precautions will be used against the injury, escape, or death of this dog. Petopia will not be held responsible for injuries that occur, provided standard care and precautions have been followed as determined at the sole discretion of Petopia. I expressly agree that Petopia's liability shall in no event exceed the lesser of the current tangible value of a dog of the same species or the sum of \$200.00 (Two Hundred Dollars) per dog boarded. In no event shall Petopia be liable for illnesses that arise during my dog's stay or after my dog has left the facility.
4. I agree and understand that there are inherent risks of illness or injury when dealing with animals and humans in a group situation. Such risks include, but are not limited to: problems associated with rough play such as bite wounds and scratches, kennel cough or other illness, and in rare instances death. I further understand and agree that under no circumstances shall Petopia be responsible for illness or injury to dog(s) participating in group play.
5. Group play is for happy, healthy dogs that are neutered or spayed. Play group is not recommended for dogs that have medical conditions such as diabetes, seizures, heart murmurs or any other medical condition that may be aggravated by excitement or rough play. Petopia assumes no responsibility for the aggravation of any medical disorders caused by your dog's participation in group play.
6. Group play is also not for dogs that have temperament problems such as aggression or extreme shyness with either dogs or people. If your dog is found to exhibit any of these behaviors they will be removed from the playgroup and you will receive a note with an explanation as to why your dog was removed. Petopia has a no tolerance policy. The daily fee will not be refunded for this day of daycare.
7. I understand and agree that I am solely responsible for any harm to another animal, person or Petopia staff or property caused by my dog(s) while attending Petopia. I further understand and agree that in admitting my dog to Petopia all health and behavior problems have been fully disclosed to the best of owner's knowledge.

8. I agree that Petopia may seek veterinary care for my dog(s) if such care is reasonably deemed necessary for the welfare of my dog(s). Petopia agrees that they will make all reasonable effort to contact the Guardian(s) or Emergency contact and the treating veterinarian before seeking treatment. However, I agree that if such contact is not successful that Petopia may take reasonable steps to ensure the health and safety of my dog(s) until such contact can be made.
9. I hereby certify that my pet is in good general health and is clear of any contagious diseases or conditions. I certify that my pet will remain current on all vaccinations as set forth in Petopia's rules and guidelines. I understand that I must provide veterinary proof of such vaccination both before my pet's first visit at the facility, and periodically as required when vaccinations are updated. I also agree that my pet will be maintained on a scheduled monthly flea/tick and heartworm preventative as appropriate or when specifically requested by the Petopia. I understand that any pet arriving at the facility with fleas and/or ticks may be treated (including a bath) as appropriate at Petopia's discretion, and that I will be responsible any costs incurred for any such treatment if required. I hereby give Petopia permission to request any relevant records from my pet's treating veterinarian.
10. I hereby certify that my dog(s) is of sound mental health and of a reasonable disposition. I agree to abide by the judgment and expertise of Petopia with respect to handling any potential temperament concerns. I understand that if I can or will not follow any recommendations that may be made by Petopia with respect to my pet's training or socialization that my pet may not be allowed further visits to the Facility.
11. I agree to pay the rate for services that are in effect on the date that my dog attends any activities at the facility. Prices are subject to change at any time without notice, and it is my responsibility to ensure that I understand the applicable rate for my dog and the activity in question. I also agree to the following terms:
  - a. I understand that all charges I incurred under this agreement shall be due and payable in full upon pick up of my dog. I agree that the dog shall not leave Petopia until such time as all charges incurred have been paid in full to Petopia. In addition, I hereby grant Petopia a lien on my pet for any and all unpaid charges resulting from services rendered at Petopia. I agree that in the event that all charges incurred under this contract are not paid when due, Petopia may exercise its lien rights upon ten days written notice sent by certified mail, return receipt requested, to Owner at the address shown on this contract. I understand the lien will be nullified once all charges (plus interest) owed Petopia has been paid in full.
  - b. Petopia reserves the right to refuse any pet that appears sick or where its behavior could jeopardize the health and safety of other pets or our staff.
  - c. Drop off and pick up times for daycare is from 7am-7pm (Mon to Fri) and 7am – 7pm (Mon to Fri) and 10am – 7pm (Sat & Sun) for overnight stays. An early drop off or late pickup fee of \$10.00 per occurrence will be assessed for drop offs and pickups before 7am and after 7pm. Early drop offs and late pickups must be prearranged through the boarding facility.
  - d. I understand and agree that, in the event any portion of this agreement shall be found to be void or unenforceable, all other portions shall remain in full force and effect.

- e. Cancellation Policy: Should it occur that you must cancel your booking, please do so as soon as possible. A cancellation or no show fee does apply if you cancel the day of the reservation or do not show up for the reservation. The fee will be equivalent to 50% of the reservation total.
12. I understand that pre-paid multiple-visit cards are non-refundable, unless Petopia requests that your dog no longer attend the facility. Under these circumstances, you will receive a pro-rated reimbursement.
13. I agree that my dog may be photographed, videotaped, or otherwise recorded, and that such recording shall be considered the property of Petopia and as such may be used by Petopia in any form of advertisement, including but not limited to publication on Petopia's website. I understand that Petopia will not use the recording for any purpose other than promoting the business without my permission.
14. I understand that Petopia reserves the right to refuse services or admittance to any dog for any reason.
15. I have read, understood and agreed to all provisions of this agreement. I fully intend to pick up my pet on the above specified time and date. If circumstances change I will notify Petopia and assume responsibility for any additional charges incurred.
16. I understand that allowing my dog to participate in activities at Petopia is not without risk to my dog, and I accept and agree to be fully responsible for the consequences of assuming such risk. I hereby release Petopia of any responsibility for injury or illness to my pet.
17. I hereby waive and release Petopia and their staff from any and all liability for injury, illness, or damage resulting from the actions of my dog, any other dog, or any human in the playgroups or while being groomed. I expressly assume the risk of any injury or illness to my dog including any and all medical expenses resulting from or relating to said injury or illness.
18. I hereby agree to indemnify and hold harmless Petopia, its employees, officers, members, agents, and guests from any and all claims resulting from any action(s) by any dog in the play group, in the grooming area or using the swimming facilities (including my dog) and that this release and indemnification shall be in force whenever my dog participates in any activities at the facility starting with the date indicated below and thereafter.

**Name of dog(s):** \_\_\_\_\_

**Guardian(s) name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_