

# PAWS STAY & PLAY

## LIABILITY AGREEMENT

Owner(s) specifically represents that he/she is the sole owner(s) of the pet, free and clear of any liens.

Owner(s) agrees to Indemnify PAWS STAY & PLAY, it's staff or agents against any claims made against PAWS STAY & PLAY, it's staff, or agents as a result of Owner(s) failure to notify PAWS STAY & PLAY of any pre existing condition the pet may have such as aggression or destructiveness caused by the pet. or any other pertinent information deemed necessary to ensure the safety and well being of any human being or the pet.

PAWS STAY & PLAY shall exercise reasonable care under normal industry standards of care for the pet delivered by the Owner(s) for boarding and/or daycare. Owner(s) agrees that pet shall not leave the facility until all charges are paid in full. Owner (s) agrees to pay the rates in effect on the date that the pet is checked into PAWS STAY & PLAY.

Owner(s) agrees to be solely responsible for any and all acts of behavior of the pet while in the care of PAWS STAY & PLAY, including payment for any and all related costs of damages from injury to staff or others and any assets owned by PAWS STAY & PLAY (damaged dog bed replacement fee is between \$80-\$150) , or damage to the facility even when assumed or proven that the cause of the damages are the direct or indirect cause of negligent acts or omissions of staff of PAWS STAY & PLAY.

## MEDICAL AND GENERAL RELEASE

The owner(s) Acknowledges and agrees that they are assuming all risk of illness, disease, harm, or otherwise to their pet by allowing them to stay at PAWS STAY & PLAY.

limping, Coughing, Sneezing, Vomiting, Diarrhea, Sudden Death, and other conditions can occur at PAWS STAY & PLAY, as well as at home. PAWS STAY & PLAY will In no way be liable for treating or paying for the treatment of these conditions should they occur during the pet's stay or after the pet has left the facility.

If the pet becomes ill, or the state of the animals health otherwise requires professional attention, PAWS STAY & PLAY may in its sole discretion engage the services of our veterinarian to examine, treat, prescribe for and provide the requisite medical attention.'If the situation allows for PAWS STAY & PLAY to do so (if it's a non life threatening emergency), we will attempt to contact you at the emergency phone numbers you have provided before only such' treatment is administered. Please ensure that your emergency contact information is up to date. YOU WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES OF SUCH MEDICAL TREATMENT.

IN THE CASE YOU NEGLECT TO PICK UP YOUR PET AFTER THE INITIAL DAY OF PICK UP AND IT HAS BEEN MORE THAN 14 DAYS AND WE HAVE NOT BEEN ABLE TO GET IN CONTACT WITH YOU AND/OR ANY OF THE CONTACTS YOU HAVE PROVIDED US WITH, WE HAVE THE RIGHT TO FIND YOUR PET A NEW HOME OR BE ADOPTED OUT THROUGH ANY ANIMAL SHELTER OF OUR CHOOSING. (CIVIAL CODE SECTION 1834.5.)

The owner(s) understands that If their pet Is older than Six (6) years old, it Is considered to be a geriatric pet. GERIATRIC PETS ARE AT AN INCREASED RISK FOR A HEART ATIACK OR OTHER CONDITIONS WHICH CAN CAUSE SUDDEN DEATH.

PAWS STAY & PLAY reserves the right to immediately change your dog's type of boarding/daycare if we believe it is necessary to protect the health and well-being of your dog, other dogs, or our staff. We will do our best to contact you, provided we are given accurate contact info, should this become necessary.

The brand of dog food we use is Merrick, If you are feeding your dog any other type of food, we strongly recommend you to bring it with you. Changing dog food may cause severe upset stomach and/or diarrhea. We do charge per feeding to use our food. Also, we do NOT serve raw food, raw hides or bones in our facility.



# PAWS STAY & PLAY

Owners are welcome to bring their own blankets or toys if desired, however we cannot guarantee that they will be returned in the same condition or at all. We provide bedding, therefore we ask that you please leave those at home unless you feel it is critical to your dog's stay. As stated above, we can't guarantee that any item goes home in the same condition or at all.

All dogs must be healthy, and current on all vaccinations. You will be required to bring a copy of your dog's updated vaccination records from your vet before you start daycare or board with us to ensure your dog's safety as well as that of our other guests. In specific, the Bordatella vaccine must have been given at least 10 days prior to any boarding/daycare stay with us if it is done via needle. If it was done thru the nose, 3 days must be given.

Dogs with flea or tick problems will be bathed at the owner's expense at a dog grooming of our choice, If during a stay it becomes necessary to bathe your dog Paws stay and play will do so, at the owners expense.

Owner(s) is aware that by leaving pet at Paws stay and play, or any other pet facility, they are at a higher risk of contracting canine cough (kennel cough), viruses, or acquiring nicks, cuts and possibly punctures from interacting with other dogs. Canine cough (kennel cough) is similar to the flu in humans and, while all dogs in our care are vaccinated, no vaccination is 100% effective. We maintain a very high level of cleanliness but interaction with other dogs carries with it inherent risks.

I understand that I am solely responsible for any harm or damage caused by my dog(s) to persons or property of the Owners, employees and invitees of Paws stay and play, or any other pets housed or visiting Paws stay and play while my dog(s) is/are attending Paws stay and play.

You release, indemnify, and agree to hold Paws stay and play harmless from any and all manner of damages, claims, loss, liabilities, costs or expenses, causes of actions or suits, whatsoever in law or equity, (including, without limitation, attorney's fees and related costs) arising out of or related to the services provided by Paws stay and play. Owner(s) acknowledges and understands that there are certain risks involved in pet ownership, training, and care, including, but not limited to, dog fights, dog bites to humans and/or other pets and the transmission of disease. With Owner's Signature below, he/she understands the risk involved in putting his/her pet in a cage-free environment and acknowledge and accept exclusive and sole responsibility for all medical expenses to said pet no matter the cause. Owner also authorizes the release of said pet's medical records from pet's veterinarian.

While in our care, Paws Stay and Play reserves the right to obtain and use in their advertisements and/or social media photographs or videos of your pet. Paws Stay and Play at all times will maintain full client confidentiality by using general descriptions about the pet and will never use, post or divulge any specific or personal information about the pet's past or current ownership or any other identifying information about the client.

Any controversy or other claim arising out of or relating to this agreement or a breach hereof shall be settle by binding arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute. The prevailing party shall NOT, in addition to any other relief, be entitled to reasonable attorneys' fees and/or costs. This Agreement shall be governed by the laws of the State of California. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. In the event that any provision or portion of this agreement shall be declared invalid or unenforceable for any reason by court of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

By signing this contract and leaving pet with Paws stay and play, owner(s) certifies to the accuracy of all information given about the pet. Furthermore, owner has read and understands all procedures and policies included herein.

This agreement is a full release of liability and a waiver of legal rights and further deprives you to sue, in Federal or State court, the owners, subsidiaries, related parties, individual employees and affiliates of Paws stay and play. Do not sign this agreement unless you have read and understood this document in its entirety.

This agreement, together with the Reservation form, Client and Patient Registration, and Paws stay and play Checklist constitutes the entire agreement between the parties. All terms and conditions of the guest policy and this agreement shall be binding on the heirs, administrators, personal representatives and assignees of the Owner/Guardian/Owner's agent and Us.

x \_\_\_\_\_ Dale. \_\_\_\_\_  
Owner, Guardian

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