

WAIVER AND RELEASE OF LIABILITY

THIS AGREEMENT is entered into by and between FERNDALE DOG DAYCARE, INC D/B/A Canine to Five (the "Daycare") and _____ ("Owner"):

1. By enrolling the above named and described dog(s), I represent that I am the legal owner of the named dog(s) and I assume all risks, dangers and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm to Owner's dog(s) while Owner's dog(s) is/are attending Daycare. _____(initials)
2. Boarding extremely old, chronically ill or otherwise debilitated pets requires extra care, which our caring and trained staff is happy to provide. However, special-needs pets, puppies and senior pets naturally have a higher risk of injury, stress-related illness, or exacerbation of any pre-existing condition. As such, by boarding your special-needs pet, puppy or senior pet with us you are waiving any claim for injury or illness experienced by your pet while in our care and that is not directly caused by the negligence or lack of care on the part of our staff. _____(initials)
3. Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. All dog play is monitored by Daycare to avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. _____(initials)
4. All dogs must pass a general behavior assessment in order to attend Daycare. No dog may be admitted that shows any signs of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to Daycare, Owner is representing to Daycare that Owners' dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dog. If Owner is enrolling their dog(s) in traditional boarding only, Owner is representing that their dog has not shown aggression toward any person. Any dog demonstrating aggression or other behavior deemed unacceptable by Daycare staff may be required to leave Daycare. _____(initials)
5. Owner further understands and agrees that neither Daycare 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 all of them of any liability of any kind

whatsoever arising from or as a result of Owner's dog(s) attending or participating at Daycare. _____(initials)

6. Owner further understands and agrees that any behavioral or physical health problems that develop with the Owner's dog(s) while at Daycare will be handled and treated as deemed best by the employees, staff and volunteers of Daycare, in their sole discretion, and Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto. This includes aggressive or destructive behavior. _____(initials)
7. Owner further understands and agrees that Owner's dog(s) are healthy and will at all times while attending Daycare have current vaccinations. Owner is not enrolling any dog in Daycare 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 Bordatella (Kennel Cough) there is a chance that the Owner(s) dog can still contract Kennel Cough. I agree that I will NOT hold Daycare responsible if Owner's dog(s) contracts Kennel Cough. _____(initials)
8. Owner further understands and agrees that Owner's dog(s) is required to be spayed/neutered (after age of 9 months) to enroll at Daycare. _____(initials)
9. Owner further understands and agrees that Daycare reserves the right to use a bark control device, gentle leader, or program if Owner(s) dog creates a disturbance to the neighborhood. _____(initials)
10. Owner further understands and agrees that it is the Owner(s) responsibility to leave an adequate supply of food and medications for Owner(s) dog during the entire time Owner(s) dog is cared for by Daycare. Should the food/medication supply need replacement, I authorize Daycare to purchase replacement and Owner will reimburse Daycare for cost plus a \$25.00 replacement fee (per occurrence) plus the actual food and medication costs. Should a dog be observed to have fleas or ticks while attending daycare, a treatment will be applied and charged to the owner at a minimum rate of \$20.00. _____(initials)
11. Owner further understands and agrees that Owner(s) dog will have access to a fenced outside area. Owner(s) agree to assume full liability if Owner(s) dog escapes. _____(initials)

12. Owner further understands and agrees that if Owner's dog(s) is/are not picked up by the end of the Daycare regular business day, then Owner hereby expressly authorizes Daycare to take whatever action is deemed necessary for the continuing care of Owner's dog(s) and Owner agrees and promises to pay to Daycare all costs of continuing such care upon demand by Daycare. Further, Owner understands that if Owner does not pick up Owner's dog(s) as scheduled, Daycare shall be authorized to proceed according to the local municipal code governing abandonment of animals. _____(initials)
13. Owner understands that *pre-paid packages are nonrefundable and expire 6 months from the date of purchase*. Fees are due and payable at the end of each day. Payment may be made by cash or credit card. Discounted packages are provided only if they are paid for in advance. Our program is flexible enough to accommodate reasonable special needs requests. _____(initials)
14. Daycare reserves the right to refuse admittance to any dog or to dismiss any dog that does not meet the health, temperament or other Daycare standards. The determination shall be made at the sole discretion of Daycare. _____(initials)
15. Owner further understands and expressly agrees that each and every of the foregoing provisions containing in Paragraphs 1 -14 above shall be in force and effect and shall apply to each and every occasion on which Owner boards or deposits Owner's dog (s) with Daycare for daycare, extended boarding, or training, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superceded by a writing signed by the parties. _____(initials)

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

Date