



## Dog Boarding and Doggy Daycare Policies and Release of Liability

THIS AGREEMENT is entered into by and between Happy Pets Palace & Playground, LLC, and dog owner

(Owner) \_\_\_\_\_

Dog(s) name / breed(s) \_\_\_\_\_

- 1) I (Owner) represent that I am the legal owner of the above 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 while Owner's dog(s) is/are attending Daycare / Boarding.
- 2) PHOTO AND VIDEO RELEASE: We love to post pictures and videos on Facebook, our website, and/or in magazine ads. Owner agrees to allow Happy Pets Palace & Playground to use Owner's pet's name and any images or likeness of Owner's pet taken while he/she is at Happy Pets Palace, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and Owner releases to Happy Pets Palace all rights that Owner may possess or claim to such image, likeness, recording, etc.
- 3) DOG'S HEALTH: Owner further understands and agrees that Owner's dog(s) are healthy and will at all times while attending Happy Pets Palace & Playground have current vaccinations for rabies, distemper and Bordetella. Owner is not enrolling any dog 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 Bordetella (Kennel Cough) there is a chance that the Owner's dog can still contract Kennel Cough. Owner agrees that Owner will not hold Happy Pets Palace & Playground responsible if Owner's dog(s) contracts Kennel Cough or other dog-dog transmitted ailments.
- 4) FLEA/TICK FREE: All dogs must be flea/tick free. Should a dog be observed to have fleas or ticks, a flea/tick bath treatment will be applied and charged to the owner at a rate of up to \$80.00 depending on severity and size of dog.
- 5) GROUP PLAY: All dogs must pass a general behavior assessment in order to attend dog-dog group play. No dog may be admitted to group play who shows any signs of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to dog-dog group play, Owner is representing to Happy Pets that Owner's dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dogs. Any dog demonstrating aggression or other behavior deemed unacceptable by Happy Pets staff may be required to leave daycare/boarding.
- 6) RELEASE OF LIABILITY: Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. Dog play is monitored by Happy Pets Palace & Playground staff to best avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. Owner further understands and agrees that neither daycare/boarding 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 Happy Pets Palace staff or volunteers of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending Happy Pets Palace & Playground.
- 7) PERSONAL PROPERTY: Owner understands that Owner is solely responsible for any harm, including to any other pet(s), to the employees or invitees of Happy Pets Palace, or to the equipment, facilities, or other property of Happy Pets Palace, caused by Owners dog(s). Owner also agrees that Happy Pets Palace shall not be responsible or liable for any lost or damaged personal property belonging either to Owner or Owner's pet.
- 8) FOOD/MEDS when boarding overnight, Owner agrees that it is the Owner's responsibility to leave adequate supply of food and medications for Owner's dog(s) during the entire time Owner's dog is cared for by Happy Pets Palace & Playground. Should the food/medication supply need replacement, Owner authorizes Happy Pets Palace &

Playground to purchase replacement and Owner will reimburse Happy Pets Palace for the actual food and medication costs plus up to \$25.00 time/distance trip fee (per occurrence).

- 9) VETERINARIAN LIABILITY AND CARE: Owner agrees to Happy Pets Palace & Playground to obtain medical treatment for Owner's dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that dog(s) may need medical treatment including anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to Happy Pets Palace & Playground to use Owner's vet or nearest 24-hour vet hospital for required treatment. Yes \_\_\_\_\_ or No \_\_\_\_\_. If Yes, maximum dollar amount is \$\_\_\_\_\_.
- 10) WEAKENED IMMUNE SYSTEM: Owner understands special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for daycare or boarding the Owner is waiving any claim for injury or illness experienced by Owner's dog while in our care.
- 11) ELDERLY DOGS: Owners of elderly dogs (approaching the end of life) need to know if in the event Owner's dog passes on while in our care, our policy is to transport Owner's dog to Owner's vet (within 15 miles) where he/she will be held until Owner can be reached by the Vet for further instructions. If Owner's vet is closed or outside of our transport distance, then we will transport to nearest 24-hour facility. Trip charge will apply based on time/distance.
- 12) GROOMING expense to be paid if Owner's dog(s) nails are too long and causing breaking of skin or deep scratches to staff, volunteers, and/or other dogs. Nail trim cost up to \$15.00. In addition if Owner's dog(s) happens to soil their fur we will bathe them at Owner's expense.
- 13) PREPAID PACKAGES: Owner understands that prepaid daycare packages are nonrefundable and expire 12 months from date of purchase. Discounted packages are provided only if they are paid for in advance.
- 14) PAYMENTS are due and payable at the end of each visit. Payment may be made in American currency, Visa, Discover, or Master Card. \$25 NSF charge for returned checks. We do not accept Canadian credit cards. We do not keep credit card information on file. There is a 5% extra processing charge when credit cards are taken over the phone and cards are not swiped in person.
- 15) CANCELLATION / NO-SHOW POLICY: Cancellations must be done 48-hours prior to reservation date. If cancellation notice is less than 48-hours an amount of two nights stay will be invoiced.
- 16) CLOSING TIME: Owner agrees that if Owner's dog(s) is/are not picked up by closing time of 6:30 p.m. Arizona time, then Owner hereby authorizes overnight boarding appropriate for dog(s) and to pay Happy Pets Palace & Playground for applicable overnight boarding charge plus any charge for required food.
- 17) RIGHT OF REFUSAL: Happy Pets Palace & Playground reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other daycare/boarding standards. The determination shall be made at the sole discretion of Happy Pets Palace & Playground.
- 18) FULL FORCE AND EFFECT: Owner further understands and expressly agrees that each and every of the foregoing provisions contained in paragraphs 1-18 shall be in force and effect and shall apply to each and every occasion on which Owner's dog(s) stays with Happy Pets Palace & Playground for daycare, extended boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by a writing signed by the parties.

**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.**

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Owner's name / printed

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Date