

## AGREEMENT AND WAIVER/RELEASE OF LIABILITY FORM

### CATS & DOGS

This agreement is dated between Arfington Pet Resort and \_\_\_\_\_  
(Pet Owner.) The parties agree as follows:

\*Pet Owner agrees to transport pet on leash upon check-in and check-out for safety reasons.

\*Pet owner agrees to pay full price of any services during check-in. (Grooming, boarding, walking, daycare, etc.) Pet Owner also agrees that the dog shall not leave the facility until all charges due are paid by Pet Owner or proper payment arrangements are agreed upon by both parties.

\*Pet owner authorizes Arfington Pet Resort to charge the credit card on the file for any services provided for the dog.

\*Pet Owner may cancel a reservation for boarding services without charge if the cancellation is made 72 hours in advance during regular business hours except holiday hours. For holiday reservations, a 50% deposit is due during the time of the booking. If pet owner wishes to cancel a holiday reservation, the reservation must be canceled 7 days prior to the reservation. If pet owner cancels the reservation after 7 days prior to the reservation, a penalty of 2 nights of boarding must be paid.

\*Pet Owner and assigns hereby hold Arfington Pet Resort harmless from any and all liabilities for injuries to said pet, owner, employees, customers, and any property of the owner which may arise during services on the premises.

\*Pet owner understands that bringing my dogs to Arfington Pet Resort, my dog may sustain injuries during normal play times. Employees will carefully supervise your pet, but despite supervision, your pet may receive scratches, punctures, bloating, etc. during regular playtime with other dogs.

\*Pet Owner certifies that the pet is current on all vaccinations and will provide proof of vaccination by a certified veterinarian for the following: Distemper, Parvo, Rabies, and Bordetella (administered semi-annually). Pet must also have had a negative fecal exam in the prior six months (recommended). All vaccinations will be kept current, and any relevant health information will be relayed by owner as needed to daycare providers. Arfington Pet Resort reserves the right to refuse any pet for any reason. Females in heat are not permitted. Unneutered male dogs over 8 months will be charged \$5 for each day (handling fee). All pets MUST have an active flea and tick prevention. If pets have fleas, they cannot attend the playground. Pets with evidence of fleas will be bathed/treated at owner expense.

\*Pet owner represents and warrants to Arfington Pet Resort that the pet has no current illnesses or injuries, the dog has not bitten or exhibited other aggressive behavior towards any person or animal except as has been disclosed to Arfington Pet Resort.

\*Pet owner has answered the behavior form and health information correctly. All information must be accurate.

\*Pet Owner agrees to pick up the pet by closing time of Arfington Pet Resort. Pet Owner agrees to late charges if necessary. Pet Owner understands that all daycare package transactions and purchases are non-transferable and non-refundable. Pet owner understands that all of our services are NON-REFUNDABLE AND NON-TRANSFERABLE. (Doggy daycare, Boarding, grooming, walking, pet taxi, etc.)

\*For the benefit of your pet, please bring your own food. Otherwise, Arfington Pet Resort will provide dog food for an extra charge daily. The food we will use is Acana, Origin, or Fromm.

\*If the pet owner is late to pick up their pet, then the pet will automatically go to the pet boarding facility under the pet owner's expense and must be picked up the next day.

\*Acknowledgment of Risks: Pet owner acknowledges that there are risks to having a group of dogs confined to the premises. Risks of harm include, but are not limited to: injury to dog and/or dog owner due to fighting with or biting other dogs on the premises; injury to dog due to chewing and/or ingesting toys, blankets, foam bedding, etc. or any other similar harm; bodily injury such as torn/broken nails, sore/raw paw pads due to increased exercise and activity at Arfington Pet Resort. Pet Owner recognizes and accepts the potential risk involved in activity outside of the facility, such as dog walking, dog taxi, etc. Pet Owner releases and agrees to hold harmless Arfington Pet Resort from any injury or illness developed after consumption or exposure to any products used while in our facility, including potential food allergies, shampoo/conditioner, ear cleaning, toothpaste, razor burns, etc.

\*If the pet becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, or in the event of a death, Arfington Pet Resort, in its sole and absolute discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Pet Owner. Except in the case of an emergency, Arfington Pet Resort will attempt to contact Pet Owner or the designated emergency contact prior to administering such care. Arfington Pet Resort shall not be responsible for any damage or injury to the dog resulting from any failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care.

\*PET OWNER RELEASES AND AGREES TO HOLD HARMLESS ARFINGTON PET RESORT AND ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY FOR ANY INJURY OR ILLNESS SUFFERED BY HIS OR HER DOG WHILE IN ARFINGTON PET RESORT'S CARE; AND AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST ARFINGTON PET RESORT WITH RESPECT TO SUCH RELEASED CLAIMS. WITHOUT LIMITING THE PROVISIONS ABOVE, ARFINGTON PET RESORT'S

AGGREGATE LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR ANY INJURY OR ILLNESS TO A DOG WILL BE LIMITED TO THE LESSER OF THE COST OF THE STAY DURING WHICH THE FAILURE, INJURY, OR ILLNESS OCCURRED. IN NO EVENT WILL ARFINGTON PET RESORT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. OWNER SHALL INDEMNIFY, DEFEND, AND HOLD ARFINGTON PET RESORT HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, COSTS, PENALTIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN THIS AGREEMENT, OR ANY ACTS OR BEHAVIOR OF THE DOG WHILE IN THE CARE OF ARFINGTON PET RESORT, INCLUDING INJURY TO STAFF OR OTHER ANIMALS OR DAMAGE TO FACILITIES.

Assumption of Risk: Pet owner acknowledges the risk of harm to their dog or to themselves and waives any claims against Arfington Pet Resort arising out of services and releases Arfington Pet Resort and its owners, agents, and employees from any liability.

Agreement:

1. Pet Owner acknowledges that dog is in good general health, has not been ill with any communicable illness in the past 30 days, is current on all vaccines, and is spayed or neutered.
2. Pet Owner acknowledges that aggressive behavior cannot be tolerated. Arfington Pet Resort reserves the right to remove any dog for inappropriate behavior and such removal is at the sole discretion of the company.
3. Pet Owner accepts full responsibility, financial and otherwise, for any and all injuries or illnesses their dog may experience while attending Arfington Pet Resort.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_