

## AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER

Welcome to The Dog House. This Agreement is a valid, legally binding contract between McKinney Kennels LLC ("The Dog House") and the dog owner (or custodian, collectively, the "Owner") desiring care for the dog. Please read the entire Agreement carefully; your agreement to these terms and conditions is required in order to attend.

- 1. **Fees and Charges.** Owner agrees to pay all fees and surcharges in effect on the date Owner's dog is checked into/out of The Dog House for either daycare or boarding, including regular fees, charges for special services, and veterinary costs for Owner's dog during the dog's time in the care of The Dog House.
- 2. **Terms of Payment.** Payment in full of the daily fee and all additional fees and charges incurred during the dog's stay at The Dog House is due and payable on pick-up, before the dog leaves the building. The Dog House does not provide invoicing for payment nor extend credit for services rendered.
- 3. **Health and Medical Problems.** Owner has submitted (or provided contact information for their veterinarian to submit) proof of required and current vaccinations and agrees to notify The Dog House, prior to receiving any services, of any injury, surgery, medications (including sedatives) or other medical issues currently affecting the dog(s). Owner represents to The Dog House that Owner's dog is spayed or neutered (over 7 months of age) and has not been exposed to rabies, distemper or canine influenza within a 30-day period prior to boarding or daycare.

The following will not be admitted to daycare or boarding: dogs that exhibit symptoms of an upper respiratory infection, including, but not limited to, coughing, sneezing, or discharge from the eyes or nose; dogs that have open sores or "hot spots" that show signs of discharge; dogs that have had multiple instances of vomiting or diarrhea within the previous 24 hours. Dogs that have sutures will not be permitted to participate in group play or any group activity.

- 4. **Vaccinations.** Required vaccinations are rabies, distemper combo, canine influenza and bordetella ("kennel cough"). Bordetella vaccines must be given at least 7 days prior to the dog's visit.
- 5. **Veterinary Care.** The Dog House will notify Owner's veterinarian of choice (if during normal business hours) in the case of medical emergency. If the emergency takes place outside of normal business hours, the dog will be transported to the nearest affiliated emergency veterinarian. We will immediately notify Owner of the incident and any steps that have been taken. Owner agrees to pay for all veterinary services provided to Owner's dog.
- 6. **Early/Late Surcharges and Pick-up/Drop-off Times.** Daycare hours, subject to change, are Monday Friday 7:00 AM 6:00 PM. Pick-up after the scheduled time will be charged at a rate of \$3.00 per hour.

Boarding check-in and check-out hours, subject to change, are 7:00 AM - 12:00 PM and 3:00 - 6:00 PM. Dogs may not be dropped off outside of these times without prior approval from The Dog

House staff.

- 7. **Acknowledged Risk.** Owner acknowledges and understands that in a daycare play environment Owner's dog may sustain routine nicks, cuts, scrapes, nips, sore muscles and bruised paw pads. In addition, dogs may, without warning, bite or cause injury to humans and other dogs. Owner further acknowledges and understands that there are certain risks involved in participating in daycare or boarding, including but not limited to dog fights, dog bites to humans or other dogs and the transmission of disease.
- 8. No Liability for Damages. The Dog House will exercise reasonable care for the dog delivered by Owner to its facility. Owner acknowledges, however, that The Dog House cannot be held responsible or liable for any illness or injury sustained by Owner's dog or any injury that Owner's dog inflicts on another dog. Owner indemnifies The Dog House against any liability, claim, damage or expense because any illness contracted by Owner's dog, and further indemnifies The Dog House against same on account of any injury or property damage caused by Owner's dog to any other dog or any property of The Dog House or any other customer of The Dog House. Owner expressly releases The Dog House and its employees and representatives from any liability, claims, damages and expenses, including on account of injury or damage to Owner's dog, Owner and/or Owner's property, except those resulting from the gross negligence of The Dog House. In addition, Owner acknowledges that The Dog House is not responsible for lost or damaged items including collars, leashes, toys and bedding.
- 9. **Photography Permission and Release.** Owner grants The Dog House permission to use photos and video of Owner's dog, with or without Owner, for promotional purposes in print media, Facebook or internet advertising.
- 10. **Right to Refuse Services.** The Dog House reserves the right to refuse to admit dogs that, in its sole discretion and judgment, appear to be in poor health and time of check-in, are aggressive to people or other dogs, are not current on vaccinations pursuant to paragraph 4, or will not be easily handled by the staff.
- 11. **Warranty.** Owner warrants that the dog presented to The Dog House legally belongs to Owner.
- 12. **Amendments.** Owner agrees to the terms of The Dog House's policies as they may be amended from time to time. The Dog House will notify Owner of changes via email or internet posting.

Owner		
	Date:	
PRINT NAME		
SIGNATURE		