

Daycare & Boarding Agreement

At A Dog's Hide-A-Way, we are committed to providing a healthy and safe place for your dog(s) to stay, while making it as fun and stress free as possible. To further this purpose, this Agreement is entered into between A Dog's Hide-A-Way, LLC, an Oregon limited liability company (the "Company") and the undersigned pet parent set forth below ("Pet Parent").

1. **Services.** A Dog's Hide-A-Way provides dog boarding and dog daycare. Pet Parent hereby engages Company to provide the services for his or her pet(s) (as set forth on the information sheet provided by Pet Parent) on the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by Company.
2. **Acceptance of Risk.** Pet Parent acknowledges and agrees that:
 - We do our best to pre-screen all dogs, but there is inherent risk associated with a cage and leash free environment on nearly 5 acres, including but not limited to injuries or illnesses due to rough play, fights, or contagious diseases.
 - As a Pet Parent you should know that dogs play hard here and are often fatigued when they return home. It's not unusual for a dog to sleep for a day or two after visiting.
 - Some dogs wag their tail so much during their visit that they can get what is called "swimmer's tail", where wagging their tail can become painful (like a sore muscle). Swimmer's tail can be recognized by a very flaccid tail, or a tail that is held horizontally for 3 to 4 inches, and then drops vertically. This can be painful for a dog, and we give them approved "dog aspirin" or benedryl if we see that they may be getting symptoms. If you do not want us to administer aspirin or benedryl, please note below.
 - Being an outdoor facility it is possible for a dog to get stung by a bee or wasp. If we notice swelling or excessive scratching, we give them benedryl. If you do not want us to administer benedryl, please note below
 - Some dogs have very tender paws and they can get sore after running around on wood chips. Their paws recover in a day or two and toughen up with exposure, similar to walking bare footed.
 - We will feed your dog the food you provide to avoid upset tummies. We also have Milkbone treats to share. Please note below any food allergies or restrictions of which we should be aware.
 - Dogs often chew on sticks and wood chips found throughout the property. If they ingest some of these materials during the day, they may vomit later that evening.
 - We have done the best we can to enclose the property. It is fully fenced. There is a creek through the property and culverts have been blocked to the best of our abilities. If your dog has a history of escaping, there are some risks here.

3. **Pet Parent's Representations and Responsibilities.**

- a. Pet Parent is the rightful owner or caretaker of the pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the pet, and Pet Parent is executing this Agreement for the pet, himself or herself and his or her heirs, successors, representatives or assigns.
 - b. Pet Parent's responsibilities are as follows:
 - Ensure your dog(s) is healthy and free from the following:
 - o Kennel cough (any signs see your vet)
 - o Fleas, lice or any external parasites
 - o Internal parasites
 - Ensure your dog(s) has received all required vaccines (DHPPC, Rabies, and Bordetella)
 - Ensure your dog(s) is current on flea protection (e.g. Frontline, Advantage, Revolution, etc.)
 - Provide us updated information regarding your pets behavior. For example, if your dog has a recent altercation or uncomfortable situation at a dog park, please let us know ASAP. Your dog may exhibit unusual behavior here and we need to be prepared to help.
 - Let us know of any pre-existing medical conditions below and how to best care for your dog.
4. **Payment.** Pet Parent agrees to pay all fees for boarding, day care services, veterinary services and grooming or other services owed on the day of pick up for any scheduled reservation under this Agreement.
5. **Veterinary Liability and Care.** In the event that Pet Parent's pet should need veterinary services, or should pass away while in the care of the Company, and Pet Parent's designated veterinarian is not available, A Dog's Hide-A-Way will consult a vet of their choice. Pet Parent requests that the following conditions be adhered to (provide initials):

_____ Save my pet regardless of the cost of any necessary treatment, medication, or surgical procedures.

_____ Use any and all reasonable and customary treatments, medications, or surgical procedures necessary to treat my pet, not to exceed \$_____.

_____ Pet Parent does not want my pet treated by a veterinarian under any circumstances, even in a life-threatening situation.

PET PARENT AGREES THAT PET PARENT IS FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF

SUCH TREATMENT PROVIDED TO THE PET AND THAT PET PARENT WILL PAY ALL SUCH EXPENSES PROMPTLY.

6. **Abandoned Pets.** Pet Parent understands and agrees that if his or her pet is not picked up within seven (7) calendar days after the scheduled pick up date, the pet shall be deemed to be abandoned and additional boarding charges shall apply, and in such event, Company shall gain legal custody and ownership of the pet and retain the right to keep the pet, or place the pet in a shelter or with animal control, or place the pet in a new home with a new owner, with no recourse by Pet Parent against Company or any Company Party. PET PARENT FULLY UNDERSTANDS AND AGREES THAT IF PET PARENT ABANDONS HIS OR HER PET AT THE COMPANY FACILITY, PET PARENT MAY BE UNABLE TO RETRIEVE POSSESSION OF HIS OR HER PET AND WILL HAVE NO RECOURSE AGAINST ANY COMPANY PARTY.
7. **Indemnification; Liability.** AS CONSIDERATION FOR THE SERVICES RENDERED BY COMPANY, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDONMENT OF THE PET AT THE COMPANY FACILITY), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR PET(S), WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF COMPANY OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL COMPANY OR ANY COMPANY PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.
8. **Photos and Video Release.** Pet Parent agrees to allow Company to use his or her pet's name and any images or likeness of his or her pet taken while the pet is at the Company facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
9. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Oregon, without regard to conflicts of law principles. Company and Pet Parent agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, or related to or from this Agreement shall be litigated only in courts located in Washington County, Oregon, and each of them hereby consents and submits to the nonexclusive jurisdiction of any local, state or federal court located within said county and state and waives any claim that any of said courts constitute an inconvenient forum.
10. **Severability.** If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. Company will be deemed to have accepted this

Agreement, without execution, upon the acceptance of a reservation or payment for services to be provided hereunder or the commencement of the services.

I, the undersigned, waive any claims against A Dog's Hide-A-Way for loss or damages to my dog(s), due diligence and care having been exercised. I have given A Dog's Hide-A-Way permission to care for my dog(s) and understand that **I am solely responsible for any damage or harm caused to or by my dog(s)**. I agree that in entrusting my dog(s) to A Dog's Hide-A-Way, they have relied on my representation that **my dog(s) is in good health and has not harmed or shown aggressive behavior toward any person or dog prior to this date**.

I have read and understand the terms set above. I agree to abide by all terms, conditions and statements of this agreement.

Client / Pet Parent Signature

Print Name Date

Name of Dog(s): _____

Medications:

Use of aspirin is: Approved; Not Approved.

Use of benedryl is: Approved; Not Approved.

Other medications: _____

Allergies: _____

Pre-existing Medical Conditions: _____

Emergency Contact & phone: _____

Vet Name and Phone: _____

Feeding Instructions:

Use of parmesan cheese is: Approved; Not Approved.

Use of unsalted chicken broth is: Approved; Not Approved.

Please label food, treats, and personal belongings (if possible) with your dog's name. This helps alleviate any confusion during feeding times and the collection of your belongings.