

**UNIVERSITY VETERINARY HOSPITAL, UVHCOACH, UVH ON THE GO, AND UVH UNLEASHED
RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
(THE "AGREEMENT")**

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE UNIVERSITY VETERINARY HOSPITAL, UVHCOACH, UVH ON THE GO, AND UVH UNLEASHED, ("Unleashed") OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for your pet(s), you agree to all the policies, procedures, release, terms and conditions set forth below.

1. All dog(s) must:

- must be current on the following immunizations: Rabies by law of municipality, Distemper and Parvo tri-annually when over age of 1yo, Lepto annually, Canine Influenza annually and Bordetella bi-annually
- must be current on bi-annual intestinal parasite screens
- be at least 4 months of age (only required for DayCare);
- be spayed or neutered if 6 months of age or older (only required for DayCare);
- be in general good health and free of ticks and fleas
- be non-aggressive towards other dogs and people (only required for DayCare);
- not be protective of toys (only required for DayCare);
- complete the Unleashed DayCare interview process to our satisfaction in its sole discretion (only required for DayCare);
- meet all municipal and state licensure and other requirements;
- be leashed when entering and exiting Unleashed

2. All cat(s) must:

- must be current on the following immunizations: Rabies by law of municipality, FVRCP tri-annually when over age of 1 yo, and FeLV if associates with the outdoors
- must be current on bi-annual intestinal parasite screens
- be in general good health and free of ticks and fleas
- meet all municipal and state licensure and other requirements;
- be leashed/in a carrier when entering and exiting Unleashed
- FeLV/FIV Viral Testing – Indoor only feline needs a negative test on file; Indoor/Outdoor feline need annual test on file

3. Fleas and Ticks. Proof of purchase of a UVH Veterinarian approved prevention will be needed to enter Unleashed (Bravecto, Trifexis, Revolution, Advantage Multi). If fleas and ticks are found on your pet during its stay at Unleashed, your pet will be treated and owner will responsible for the charges of flea/tick medication.

4. Food. Pet(s) will be fed in accordance with the instructions provided by the owner with the overnight stay document. While at DayCare, pet(s) do not get fed lunch. Unleashed overnight guests will be fed Royal Canine Gastrointestinal nutrition if adult, or Royal canine puppy or kitten if less than 1 year of age. If your pet needs special diet(s) please provide the food and instructions.

5. Medications. Pet(s) will be medicated in accordance with the instructions provided by the owner with the overnight stay document. You must provide the medication in original container with prescription label that matches your instructions. Unleashed will not accept medications in daily pill boxes or Ziploc bags. You must provide instructions if your pet takes medications in a certain way (pill pocket, peanut butter, etc) and provide those items.

6. Grooming and Matting. Owner assumes the responsibility to provide clear and complete grooming instructions in person with groomer pertaining to haircut. Occasionally issues arise during or after grooming, such as nicks, clipper irritation and stress. Pets with tangled or matted hair are at a greater risk for issues and many times the skin under mats is already irritated or infected. A veterinarian will be sought if necessary. All precautions will be taken so that your pet has a pleasant visit. Owner will not hold UVH Unleashed responsible for accident or injury during grooming. Owner assumes the responsibility to understand and accept the pricing for grooming services performed by UVH Unleashed.

7. Emergency Contact: Client agrees to provide Unleashed with contact information where he/she can be reached while away. Client will also provide a name and phone number of someone who is authorized to handle any major problems that may arise. If Client or designated contact person cannot be reached in a timely manner, Client agrees that Unleashed may resolve emergencies at its sole discretion.

8. Veterinarian Liability and Care. You must also provide veterinary records to Unleashed upon request. Unleashed will have the right to obtain medical treatment for your pet, if, in Unleashed 's sole discretion, it appears that your pet may be ill, injured or exhibits any other behavior that would reasonably suggest that your pet may need medical treatment. Unleashed will seek treatment from the Veterinarian's at UVH. If a pet passes away at Unleashed, it will be brought to a veterinarian at UVH. YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT.

9. Personal Property. Unleashed will provide your pet with clean bedding and bowls daily. Do not bring items with your Pet that are valuable or irreplaceable. Unleashed will not be liable for any lost, stolen or damaged personal property belonging either to you or your pet. If your pet causes any personal property damage to the Unleashed, another guest or otherwise, you will be liable for the full cost of all treatment, repairs and replacements.

10. Deposits for Holidays. A \$50.00 deposit is required to hold all reservations during the following holidays: Christmas Eve, Christmas Day, New Years Eve and New Years Day, Easter Sunday, Memorial Day, July 4th, Labor Day and Thanksgiving Day.

11. Cancellation Policy.

- **DayCare:** You will be charged the equivalent of one (1) full day of Unleashed DayCare, if you fail to cancel a reservation for Dog DayCare twenty four (24) hours in advance of drop off time.
- **Boarding:** You will be charged one (1) full day of Unleashed Overnight Stay, if you fail to cancel your boarding reservation at least forty eight (48) hours in advance of drop off time.
- **Holiday Boarding:** Notwithstanding the above, if your boarding reservation is within three (3) days of a nationally recognized holiday, you must cancel your reservation within seventy two (72) hours or you will be charged a no-show fee equal to two (2) nights of Unleashed Overnight Stay.
- We request your understanding that holiday travel is a peak service time for pet care.
- See UVHcoach for cancellation policy for that service.

12. Fees. You must pay for all services and products by credit card, cash or check. All payment is due at the time you pick up your pet from daycare, boarding, and grooming. You give your express permission for Unleashed to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

13. Unhappy Dogs. Although Unleashed loves all dogs, all dogs do not do well in group play. They can show signs of fear, aggression, stress and Unleashed does not want your pet to be uncomfortable or make other pets uncomfortable. To come to DayCare, your pet must pass Unleashed's DayCare interview process. Your dog may be separated from other dogs or asked not to return to DayCare if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of Unleashed.

13. Unleashed Photography and Video Release. By using the services offered by Unleashed, you agree to allow Unleashed and any of their affiliates to use your pet's name and any image or likeness of your pets taken while at Daycare, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional material. This provision is binding on you, and all of your successors, heirs, legal representatives and assigns.

14. UVH On the Go. Unleashed will maintain all On the Go vehicles to the standard of the Department of Transportation and will carry vehicle insurance. We can not enter your house and we can not transport humans/owners. Rights of Unleashed immunizations standards may be waived by a veterinarian if your pet requires transportation to a hospital for illness.

15. UVHcoach. Unleashed offers training and coaching services.

Services: Trainer agrees to provide private or group lessons for Client and Dog on a lesson-by-lesson basis. The goal being to teach Client how to train and work with Dog. These lessons will take place at 7700 East Kings Highway or Client's home. Client will provide safe and professional environment if in home training is going to occur. Trainer will make every reasonable effort to

help Client achieve training and behavior modification goals but makes no guarantee of Dog's performance or behavior as a result of providing professional animal behavior consultation. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog. Trainer will use training tools such as, but not limited to, other trained dogs, bells, balls, clickers, leashes, and treats.

Cancellation Policy: If Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, session fees are still due. For a package deal, the session will still be counted as one session.

Liability: If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

At Trainer's sole election, Trainer's duties hereunder shall terminate if Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs. For a package deal, the unused sessions will be refunded.

16. Abandoned Animals. No pet may be left at Unleashed after the scheduled pick up time without communication from you. If your pet is left at Unleashed without any contact, instruction or notification regarding its pick up from you or your authorized representative, your pet will be deemed "Abandoned" at 7 P.M. on the tenth (10th) day after the scheduled pick up date. If your pet is Abandoned at Unleashed, Unleashed will become its legal owner and guardian. Unleashed will, in its sole discretion, determine whether to rehome the pet or relinquish it to a shelter or rescue of Unleashed choice. YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR PET AT UNLEASHED, YOU MAY BE UNABLE TO RETRIEVE POSSESSION OF YOUR PET AND WILL HAVE NO RECOURSE AGAINST UNLEASHED.

17. Duty to Disclose. You must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that in Unleashed's sole discretion, may affect, limit or prevent your pet's ability to participate in any Unleashed activities.

18. ACCEPTANCE AND ACKNOWLEDGMENT OF RISK. YOU FULLY UNDERSTAND THAT: (a) THERE ARE INHERENT AND POTENTIAL RISKS INVOLVED WITH INTERACTIONS BETWEEN HUMANS AND PETS, AS WELL AS BETWEEN PETS AND OTHER PETS, WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR PET; AND (b) THERE MAY BE OTHER RISKS NOT

KNOWN TO YOU OR UNLEASHED, NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). YOU FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR PET'S PARTICIPATION AT DAYCARE/BOARDING/TRANSPORTATION, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF OR CAUSED BY YOUR PET. "SICKNESS" INCLUDES ANY ILLNESS NOT LIMITED TO BORDETELLA (KENNEL COUGH), CANINE INFLUENZA, FELINE HERPES, FELINE CALICIVIRUS, FELV, BLOAT, OR ANY OTHER FORM OF CONTAGIOUS DISEASE.

19. WAIVER, RELEASE AND INDEMNIFICATION. YOU HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND UNLEASHED, their invitees, owners, officers, directors, employees, drivers, contractors, volunteers, agents, representatives, lessors, and all others having an interest in any UNIVERSITY VETERINARY HOSPITAL, UVH ON THE GO, AND UVH UNLEASHED party (collectively, the "Releases") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releases, (ii) your pet's participation at services provided by Unleashed. YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. YOU ALSO EXPRESSLY AND FOREVER RELEASE UNLEASHED FROM ANY DUTY TO PROTECT YOU OR YOUR PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY UNLEASHED WILL NOT WAIVE UNLEASHED'S RIGHT TO BE INDEMNIFIED AS PROVIDED HEREUNDER, AND SUCH PRECAUTIONS WILL NOT ALTER THIS RELEASE.

PLEASE INITIAL ALL OF THE BELOW:

- I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE ABOVE TERMS, CONDITIONS AND REPRESENTATIONS;
- I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE;
- I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF UNLEASHED TO THE GREATEST EXTENT PERMITTED BY LAW;
- I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT; AND,
- THIS AGREEMENT IS INTENDED TO CONTROL DESPITE ANY STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME, OR MY PET.

OWNER'S SIGNATURE _____ PRINTED NAME _____ DATE _____

I certify that I have read and understand the rules and regulations set forth above and that I have read and understand this entire agreement. I agree to abide by the rules and regulations and accept all the terms, conditions and statements of this agreement. All provisions of this Contract shall be binding upon both parties thereunto for this visit/service and for all subsequent visits/services.

Owner Printed Name : _____

Owner Signature: _____ Date: _____

Unleashed Rep: _____ Date: _____

Electronic Signature