

# **CANINE COLLEGE**

## **WHERE IT'S COOL TO DROOL!!**



**DOGGIE DAYCARE ♦ BOARDING ♦ TRAINING ♦ GROOMING ♦ SUPPLIES**

### *Release and Waiver of Liability*

In consideration of Canine College permitting the undersigned ("Owner") and Owner's dog to enter onto the facility operated by Canine College (the "Property"), Owner agrees as follows:

**Acknowledgement.** Owner and Owner's dog will have close contact with other animals while on the Property. Owner agrees that Canine College will not be responsible for any illness, injury or death of Owner or Owner's dog while either is on the Property, or which is caused as a result of acts or omissions while Owner or Owner's dog is on the Property.

**Assumption of Risk.** Owner understands and acknowledges that: (a) Owner's dog may come in contact with certain communicable illnesses such as, but not limited to, bordetella virus ("kennel cough"); (b) As a result of Owner's dog's interaction with other dogs on the Property, Owner's dog is susceptible to superficial injuries such as, but not limited to, broken nails, sore pads, abrasions and/or cuts; (c) Vaccines do not protect against all communicable illness that may afflict a dog; (d) Puppies which have not completed a full series of puppy vaccinations are more susceptible to illness; and (e) By entering the Property, Owner hereby assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of animals, animal owners, employees, members, managers or agents of Canine College, or any other person who is permitted on the Property.

**Personal Effects.** Canine College shall not be responsible for lost or damaged personal items (i.e. toys, leashes, collars, blankets, bedding, etc.) brought onto the Property by Owner. Owner shall be responsible for making sure that all personal items brought onto the Property by Owner are properly labeled. All personal items left at the Property will be held onto for a period of 30 days. Personal item(s) that are not claimed in 30 days will become the property of Canine College.

**Veterinary Care.** In the event Owner's dog becomes ill or injured while under the care of Canine College, Owner authorizes Canine College to seek and to obtain veterinary care for Owner's dog and Owner shall be responsible and shall promptly pay for any and all costs incurred in conjunction therewith. Further, Owner hereby releases and holds harmless Canine College and any attending veterinarian from and against any and all claims arising out of any veterinary care provided hereunder, with the sole exception of claims arising solely from the gross negligence of the attending veterinarian.

**Owner Certification.** Owner certifies that its dog is in good health, has not been ill with any known, contagious disease within the last 30 days, and has been fully vaccinated.

**Admittance.** Canine College reserves the right to refuse admittance to any dog that lacks proof of vaccinations, demonstrates signs of illness, demonstrates aggressive behavior or appears injured. Owner agrees that Canine College reserves the right to require Owner and Owner's dog to leave the Property due to unacceptable behavior, health, illness, or injury to Owner's dog or other persons or animals.

**Release.** Owner releases Canine College and all of Canine College's agents from any and all rights, claims and causes of action resulting from any injury, illness, death or loss of Owner's dog and/or any injury, illness or death which may occur to Owner as a result of acts or omissions occurring while Owner or Owner's dog are on the Property.

**Indemnification.** Owner shall indemnify, defend and hold Canine College and Canine College's agents harmless from and against all claims, losses and expenses arising out of Owner's failure to notify Canine College of any pre-existing condition regarding its dog or any injury Owner's dog causes to other animals or individuals while on the Property.

**Release Use of Likeness for Promotional Materials.** Owner acknowledges that from time to time Canine College uses photographs, videotapes and other visuals representations of dogs at Canine College for promotional purposes. Owner consents to Canine College use of Owner's dog's likeness in whatever form for promotional purposes.

**Acknowledgement.** Owner acknowledges that Owner has read the terms of this Release and Waiver of Liability and acknowledges that Owner has knowingly and voluntarily entered into this Agreement. Owner further acknowledges that Canine College is relying on Owner's execution of this Agreement in proceeding to permit Owner and Owner's dog onto the Property.

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