



## CUSTOMER RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (THE "AGREEMENT")

In consideration for my dog(s)' participation in overnight, daily, or hourly services at a Hounds Town facility located in North Carolina, I agree to all the policies, procedures, costs, and any and all terms and conditions as set forth below. This Agreement shall be in force from the date signed and shall apply to each pet for all visits to Hounds Town Wake Forest.

1. I, \_\_\_\_\_, certify that my dog, \_\_\_\_\_:
  - is vaccinated for and up to date on Rabies, Distemper, and Bordetella vaccinations. I agree to provide Hounds Town Wake Forest with copies of vaccination records prior to any visits, and/or upon request.
  - is at least 4 months of age.
  - is spayed or neutered if 6 months of age or older.
  - is in general good health, free of ticks and fleas, and on a flea and tick preventative.
  - has not visited and will not visit a veterinarian's office within 7 days of using any Hounds Town Wake Forest services.
  - has never harmed another dog or any individual, displayed any signs of aggression toward other dogs or individuals, and has not harmed or shown aggressive or intimidating behavior towards any person or animal. I further acknowledge that my dog has never been involved in any type of lawsuit with respect to a prior dog bite claim.
  - meets all municipal and state licensure and other requirements.
  - has a temperament conducive for social interaction with other dogs and to be boarded overnight.
  - will remain leashed and managed properly when entering and exiting the facility and at all times at the Hounds Town Wake Forest location.
  
2. Nature of the Environment. Hounds Town Wake Forest is an open play environment. Dogs are placed in groups with other dogs of the same size, temperament, and energy level, at Hounds Town Wake Forest's sole discretion. Because a dog's pack instincts can at times be unpredictable, there are inherent risks which I fully assume, which even when closely monitored, may result in the following: (a) transfer of communicable illness including, but not limited to, Bordetella virus (kennel cough) and canine influenza, and (b) injuries including, but not limited to, broken nails, sore pads, abrasions, lacerations, punctures, other wounds, and cuts.
  
3. Vaccinations. All dogs are required to be vaccinated; however, no vaccine for airborne illnesses is 100% effective, and I understand my dog may still contract an airborne illness or any illness despite being vaccinated.
  
4. Condition at checkout. I understand that due to the interactive nature of Hounds Town Wake Forest's facility, my dog may get dirty or smell upon checkout. If I decline an exit or spa bath upon departure, I understand that my dog will not be bathed and may smell.
  
5. Abandonment of animals. I fully understand that if I fail to pick up my dog at or before the specified time, Hounds Town Wake Forest may determine such failure to be an abandonment of the dog. Any animal placed in the custody of Hounds Town Wake Forest which is unclaimed by its owner or agent thereof for a period of more than ten (10) days after written notification by registered or certified mail to the owner at his/her last known address shall be deemed to be abandoned by its owner and may, at Hounds Town Wake Forest's sole discretion, be turned over to the local animal shelter.
  
6. Veterinary Authorization, Liability, and Care
  - a. I authorize Hounds Town Wake Forest to speak with my veterinarian and/or their staff to confirm my dog(s) vaccination status, date of surgical alteration, last date of visit, and medical history. Furthermore, in the event a Hounds Town Wake Forest employee at his/her sole discretion believes the dog to have any illness, Hounds Town Wake Forest will make reasonable efforts to contact the owner for direction as to how the owner wishes to provide medical care or seek medical attention. Hounds Town Wake Forest will treat my dog at my direction as its owner. Unless my dog requires immediate medical care, my dog will remain at Hounds Town Wake Forest until he/she is picked up by the owner. Hounds Town Wake Forest reserves the right to require me or an authorized third party to pick up my dog.
  - b. In the event Hounds Town Wake Forest is unable to contact me, I hereby authorize Hounds Town Wake Forest and my veterinarian to treat my dog. I hereby grant the veterinarian and Hounds Town Wake Forest the right to make medically necessary treatment decisions for my dog. In the event my veterinarian is unavailable, Hounds Town Wake Forest has my consent and full authorization to seek an alternative veterinarian at its sole discretion and to make decisions about the care of my dog.
  - c. If a dog passes away at Hounds Town Wake Forest, the owner will be contacted immediately. If the owner or the emergency contact cannot be reached within one hour, Hounds Town Wake Forest reserves the right to bring the dog to a location permitted by law. I understand I will be fully responsible for all costs related to any medical treatment, including without limitation, the cost of transportation, and any other cost incurred as a result of my dog's death at Hounds Town Wake Forest. I agree to indemnify and hold harmless Hounds Town Wake Forest in any event of illness or death of my dog(s).

7. Fees. I understand that I must pay for all services and products by credit card, cash or check. All payment is due at the time of pick up. I give my express permission for Hounds Town Wake Forest to charge any credit card I have provided for unpaid services or products upon the date services were supposed to have been completed. I further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

8. Acknowledgment of Policies. I acknowledge that I have received a "Welcome Packet" with Hounds Town Wake Forest policies and procedures, including but not limited to hours of operation, services, pricing, requirements for participation, and rules and regulations.

9. Media Release. I agree that my pet may be videotaped, photographed, and video and audio recorded while in the custody and care of Hounds Town Wake Forest. Hounds Town Wake Forest shall retain the exclusive rights to the results and all proceeds of such tapings, photographs, and recordings, and unlimited number of times in perpetuity, to copyright, to use and to license to others in any manner.

10. Customer Feedback. By providing us your mobile number and e-mail address you acknowledge that Hounds Town Wake Forest may contact you to participate in surveys and feedback about our services as well as for analysis either on an aggregate or identifiable basis. Hounds Town Wake Forest will not share your information with any third party outside of Hounds Town. Messaging and data rates may apply to text messages. Please check here \_\_\_\_\_ if you **do not** wish to receive e-mails or text messages from us. You may opt of any future contacts from us at any time by replying "STOP" to text messages or by clicking the "UNSUBSCRIBE" link on any e-mails from us.

11. Duty to Disclose. I agree to disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that may affect, limit or prevent my dog's ability to participate in any activity or service provided by Hounds Town Wake Forest.

12. Behavior Disclosure and Indemnification. I certify that: (a) I have given full disclosure of any history of aggressive behavior by my dog, and understand that failure by me or my agent to fully disclose any such known behaviors may result in my dismissal from Hounds Town Wake Forest and no refund shall be given. (b) My dog's behavior now and in the future is solely my responsibility while he/she is at Hounds Town Wake Forest. Should any behavior on my dog's part result in damage to the property, employees, person of a third party, or another dog while my dog is in the custody and care of Hounds Town Wake Forest, I agree to bear full responsibility for any and all costs, expenses, damages or losses incurred as a result of such behavior by my dog. I hereby expressly waive all claims and/or actions against Hounds Town Wake Forest and discharge, agree to bear full responsibility for such costs, expenses, damages and/or losses caused by my dog(s). I agree to indemnify, release from liability, save, hold harmless and defend Hounds Town Wake Forest, their franchisors, invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessors and all others (collectively, the "releasees") 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 to in any way to my dog's participation at Hounds Town Wake Forest. I agree that this release is binding on me and my successors, heirs, legal representatives and assigns. I expressly and forever release Hounds Town Wake Forest from any duty to protect me or my dog from injury of any kind, and agree that any implementation of safety precautions by Hounds Town Wake Forest will not waive their right to be indemnified as provided hereunder, and such precautions will not alter this release. I intend for this agreement to be a complete and unconditional release of all liability of Hounds Town Wake Forest 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.

13. Acceptance and Acknowledgment of Risk. I fully understand that: (a) there are inherent risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death to human or dog; and (b) there may be other risks which I will assume even if they are not known to me or Hounds Town Wake Forest nor readily foreseeable at this time (collectively, "risks"). "Sickness" includes any illness not limited to bordetella (kennel cough), canine influenza, bloat, or any other form of contagious disease. I fully accept and assume all risks and responsibility for all risks, including, without limitation, all losses, costs and damages incurred as a result of my dog's participation at Hounds Town Wake Forest, including any veterinarian expenses.

14. In the event of any litigation, I agree to pay the cost of all legal fees for all Releasees.

15. I acknowledge receipt of a copy of this document, acknowledge that I have read it, understand it, and can read and understand the English language. This agreement and release of liability will last in perpetuity for so long as I utilize Hounds Town Wake Forest facilities for any service including daycare, boarding, grooming, or transportation. This agreement will not be resigned for each term of board or stay for each pet, but its terms remain the same.

By signing this agreement, I certify the accuracy of all information provided about my pet. Furthermore, I certify that I have read and fully understand each clause expressed in this agreement.

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

