



CUSTOMER RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

This Customer Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement (“Agreement”) is entered into by the person signing below (the “Owner”, “you” or “your”) and Hounds Town Incorporated and its franchisees (“Hounds Town”), effective on the date signed below.

In consideration for your dog’s participation in overnight, daily, or hourly services at Hounds Town, you agree to all of the policies, procedures, costs, and any and all terms and conditions as set forth below in the discretion of each franchise, as well as its affiliates, employees, owners, agents and representatives. This agreement shall be in force from the date signed and shall apply to each pet and for all visits thereafter to any Hounds Town location.

1. You, _____, certify that your dog _____:

- Is vaccinated for and up to date on Rabies, Distemper, Parvo, Canine Influenza and Bordetella vaccinations, and you agree to provide Hounds Town 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 a veterinarian’s office seven (7) days prior to using Hounds Town services;
- Has never harmed or shown aggressive behavior toward any person or animal;
- Has never been accused of biting any person or animal, nor ever been involved in any action or lawsuit involving a dog bite claim;
- Meets all municipal and state licensure and other requirements;
- Has a temperament conducive for social interaction and overnight boarding with other dogs; and
- Will remain leashed and managed properly at all times at any Hounds Town location.

2. **Nature of the Environment.** Hounds Town provides an open play environment, where dogs are placed in groups with other dogs of the same size, temperament, and energy level. Because dogs’ pack instincts can at times be unpredictable, there are inherent risks even under close monitoring. You fully assume all risks that may occur due to the nature of such an environment, which may include: (a) the transfer of communicable diseases or 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 you understand your dog may still contract an airborne illness or any illness despite being vaccinated.

4. **Condition at Checkout.** You understand that due to the interactive nature of services rendered by Hounds Town, your dog may get dirty or smell upon checkout. If you decline a bath upon departure, you understand that your dog will not be bathed, and may smell.

5. **Abandonment of Animals.** If you do not retrieve your dog at the specified time, your dog may be presumed abandoned. If your dog is presumed abandoned, Hounds Town will make a reasonable attempt to contact you and provide notice that your dog will be transported to another facility, shelter or pound. Such notice shall include the name and contact information for that facility, shelter or pound. Pursuant to Tennessee law, Hounds Town may transport your dog to another facility, shelter or pound following two business days after such notice. If your dog is presumed abandoned and sent to another facility, shelter or pound, Hounds Town will provide such facility, shelter or pound with your name and contact information. If your dog is not claimed and/or if the pound fee, as set by the city or county legislative body, is not paid within three business days of the facility, shelter, or pound receiving your dog, your dog may be placed for adoption or euthanized.

6. **Veterinary Authorization, Liability and Care.**

a. You authorize Hounds Town and its agents to speak with your veterinarian to confirm your dog's vaccination status, date of surgical alteration, last date of visit and medical history. Further, you hereby grant the Hound's Town chosen veterinarian and Hounds Town the right to make medically necessary treatment decisions for your dog.

b. If your dog becomes injured or ill, Hounds Town will make reasonable efforts to contact you for direction on medical care. In non-emergent situations, your dog will remain at the Hounds Town facility until picked up by you. Hounds Town reserves the right to require you or an authorized third party to pick up your dog.

c. If your dog is seriously injured or passes away while at a Hounds Town facility, you will be contacted immediately. In the event Hounds Town is unable to reach you, Hounds Town may, in its sole discretion, take your dog to any available veterinarian.

d. You understand you will be fully responsible for all costs related to any medical treatment, including without limitation, the cost of transportation, and any other costs incurred. You agree to indemnify and hold harmless Hounds Town in any event of illness or death of your dog.

7. **Fees.** You understand payment for all services and products is due at the time of pick up. You give your express permission for Hounds Town to charge any credit card provided for unpaid services or products upon the date services were completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

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

9. **Media Release.** Pursuant to the laws of the State in which the Hounds Town facility is located, you agree that your pet may be videotaped, photographed, or recorded. Hounds Town shall retain the exclusive and perpetual right to use and license such tapings, photographs, and recordings, and may retain all proceeds.

10. **Duty to Disclose.** You 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 your dog's ability to participate in any activity or service provided by Hounds Town. You understand that failure to provide a full disclosure of any history of aggressive behavior by your dog will result in your permanent dismissal from all Hounds Town facilities, and no refund will be given.

11. **Indemnification**. You are fully responsible for your dog's behavior while he/she is at a Hounds Town facility. If your dog causes damage to any property, person or animal, you agree to bear the full responsibility and hereby indemnify, defend, and hold harmless Hounds Town, its franchisees, invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, and all others (collectively, the "releasees") from and against any and all injury, liability, claims, litigation, actions, suits, costs, losses, damages, attorneys' fees, expenses or demands of every character whatsoever on account of, arising out of, resulting from or relating to in any way to (i) any act of omission of the releasees, and/or (ii) your dog's participation at any Hounds Town facility. you agree that this release is binding on you and your successors, heirs, legal representatives and assigns.

12. **Release**. You expressly and forever release Hounds Town from any duty to protect you or your dog from injury of any kind, and agree that any implementation of safety precautions by Hounds Town will not waive Hounds Town's right to be indemnified as provided in this Agreement. You intend for this Agreement to be a complete and unconditional release of all liability of Hounds Town to the greatest extent permitted by law. This agreement and release of liability will last in perpetuity for so long as you utilize any Hounds Town facility 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.

13. **Acceptance and Acknowledgement of Risk**. You 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 you will assume if not known to you or Hounds Town 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. 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 dog's participation at any Hounds Town facility, including any veterinarian expenses.

14. **Notices**. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given: (i) when received if given in person; (ii) on the date of acknowledgement of receipt if sent by electronic means; or (iii) five days after being deposited in the U.S. mail or sent by electronic means.

15. **Governing Law; Jurisdiction**. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Tennessee, without regard to conflict of laws principles. With respect to any legal proceeding which arises out of or relates to this Agreement or the transactions contemplated herein, exclusive jurisdiction and venue for such matter shall lie in any state or federal court within Rutherford County, Tennessee. Each party to this Agreement irrevocably waives, to the fullest extent permitted by law, any objections which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

16. **Attorneys' Fees.** In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred therein.

17. **Force Majeure.** Except with respect to payment obligations, neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

19. **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. **Headings.** The headings preceding the text of sections of this Agreement and the exhibits, attachments and schedules hereto are for convenience only and shall not be deemed part of this Agreement.

21. **Scope.** THIS AGREEMENT PERTAINS TO HOUNDS TOWN, INC. AND ANY AND ALL FRANCHISEES AND FACILITIES.

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

Owner

Hounds Town USA

Date