



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

W-C Moore Corporation, a Missouri corporation d/b/a Hounds Town - St. Charles, Missouri is a franchisee of Hounds Town Incorporated, a duly organized corporation in the State of New York. Hounds Town Incorporated has a number of franchisees and this Agreement is intended to cover Hounds Town Incorporated, (hereinafter referred to as "Hounds Town" or "Hounds Town Incorporated"), and W-C Moore Corporation, a Missouri corporation d/b/a Hounds Town USA.

As partial consideration for your dog's participation in overnight, daily, or hourly services at Hounds Town – St. Charles, Missouri you must acknowledge and agree to all of the conditions, policies, procedures, costs, and any and all terms set forth in this Agreement. This Agreement shall be in force from the date signed and shall apply to for all future visits to the Hounds Town - St. Charles facility. (Note: A Separate Agreement is required for each Dog.)

1. I, _____ ("Owner")_certify that my dog _____ :

- ✓ Is vaccinated for and up to date on Rabies, Distemper, Parvo, Canine Influenza and Bordetella vaccinations. I 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 and will not visit a veterinarian's office within 7 days of using any Hounds Town services.
- ✓ Has never harmed another dog or any individual, or 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 vaccination and registration requirements.
- ✓ Has a temperament conducive for social interaction with other dogs, and to be boarded overnight.
- ✓ Will remain leashed and managed properly by Owner when entering and exiting the facility.

2. Acknowledgement of the Nature of the Hounds Town Environment. Hounds Town is an open play environment. Dogs are placed in groups with other dogs of the same size, temperament, and energy level, at Hounds Town's sole discretion. Because dogs' pack instincts can at times be unpredictable, there are inherent risks which is fully assumed by Owner, recognizing that even when closely monitored, the open environment may result in the following: (i) transfer of communicable illness including, but not limited to, Bordetella virus ("kennel cough") and canine influenza, and (ii) injuries including, but not limited to, broken nails, sore pads, abrasions, lacerations, punctures, other wounds, and cuts.

3. Vaccinations – No Guarantee of Effectiveness. While all dogs at Hounds Town are required to be vaccinated against airborne illnesses; I recognize no vaccine for airborne illnesses is 100% effective, and I understand my dog may still contract an airborne illness or other illnesses despite being vaccinated.

4. Condition at Checkout. I understand that due to the interactive nature of a Hounds Town Inc. facility, my dog may become 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 pursuant to Missouri State law if an animal is not removed within 12 hours after a scheduled pickup time, the Owner will be deemed to have committed animal trespass. In such event the animal will also be deemed abandoned. In addition to potential criminal punishment, the Owner is responsible for reasonable costs incurred for the care and maintenance of the trespassing animal while out of Owner's possession. Owner hereby acknowledges that if their dog is not timely picked up, Hounds Town is granted the right by Owner to deliver the abandoned animal to any duly appointed animal control agency or duly sanctioned humane society. If the animal is delivered to one of these facilities, the person delivering the animal will notify the Owner of the name and address of the facility to which the animal has been delivered, by registered letter, mailed to the last known address of the Owner. Note that if not timely claimed from these facilities by its Owner, the animal may be placed for adoption or euthanized by such facilities.

6. Veterinary Authorization, Liability, and Care

a. By signing below I authorize Hounds Town and/or a representative of any Hounds Town facility 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 both verbally and by hard copy. Furthermore, in the event a Hounds Town employee at his/her sole discretion believes the dog to have any illness, Hounds Town will take reasonable efforts to contact the Owner or Owner's designated secondary contact for direction as to how the Owner wishes to provide medical care or seek medical attention. Note: In the event of need for medical attention, Hounds Town will contact Owner and follow Owner's or Owner's secondary contact's directives. But, if the dog requires emergency medical care and Hounds Town is unable to reach the Owner or secondary contact, the dog will be taken to an emergency care center selected by Hounds Town, with costs to borne by Owner.

b. In the event Hounds Town is unable to contact the Owner, Hounds Town and the veterinarian will rely on section 6(a) above as my consent to treat the dog. By signing below, I hereby grant the veterinarian and Hounds Town the right to make medically necessary treatment decisions for my dog. In the event my Veterinarian is unavailable, Hounds Town has the right to seek an alternative veterinarian at its sole discretion.

c. If a dog passes away at a Hounds Town facility, the Owner will be contacted immediately if possible. If the Owner or the emergency contact cannot be reached within one hour, Hounds Town reserves the right to bring the dog to a location permitted by law. I understand the Owner will be fully responsible for all costs related to any medical treatment, including without limitation, the cost of transportation, and any other cost incurred. I agree to indemnify and hold harmless Hounds Town and/or its franchisee in any event of illness or death of the dog.

7. Fees. I understand that I must pay for all services and products by credit card or cash. All payment is due at the time of pickup with deposits required for minimum fees. I give my express permission for Hounds Town to charge any credit card provided for unpaid services or products up to 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 credit card or debit charges.

8. Acknowledgement of Policies. By signing below, I acknowledge that I 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. Security Cameras and Media Release. Pursuant to the laws of the State in which the Hounds Town facility is located, I agree that my pet may be videotaped, photographed, and video and audio recorded. Hounds Town shall retain the exclusive rights to the results and all proceeds of such tapings, photographs, and recordings with the rights throughout the world, 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 we may contact you to participate in surveys and feedback about our services as well as for analysis either on an aggregate or identifiable

basis. We will not share your information with any third party outside of our company. 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. On-Going 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 so Hounds Town, may affect, limit or prevent my dog's ability to participate in any activity or service provided for the safety of my dog and others.

12. Behavior Disclosure, Release and Indemnification. I certify that; (a) I have given full disclosure of any history of aggressive behavior by my dog, and understand that failure to do so now or in the future may result in liability and my dismissal from any Hounds Town facility 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 a Hounds Town facility. In other words, should any behavior on the dog's part result in damage to the property, employees, a third party, or another dog, I agree to bear full responsibility for same and hereby agree to expressly and forever generally waive, discharge, agree to bear full responsibility for same and discharge claims, indemnify, release from liability, save, hold harmless and defend Hounds Town – St. Charles Missouri, Hounds Town Incorporated, its franchisees, invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, Landlords 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 (i) any act of omission of the Releasees and (ii) my dog's participation at any Hounds Town facilities (collectively "Release"). I agree that this Release and Indemnification is binding on me and my successors, heirs, legal representatives and assigns. I expressly and forever release Releasees from any duty to protect me or my dog from injury of any kind, and agree that any implementation of safety precautions by Releasees will not Releasees' 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 Releasees to the greatest extent permitted by law. In the event of any litigation, I agree to pay the cost of all legal fees for all Releasees. 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 Acknowledgement 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 if not known to me or any Hounds Town facility 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 any Hounds Town facility, including any veterinarian expenses.

14. I acknowledge receipt of a copy of this Agreement, acknowledge that I have read it, understand it, and can read and understand the English language. This Agreement contains a release of liability which will last in perpetuity as I 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 the dog covered in it, and 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 and agree to all provisions contained herein.

Owner

Date

Hounds Town – St. Charles Missouri, Representative

Date