

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

This Agreement is entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) by and between Hounds Town Avondale, an Arizona Corporation and franchisee of Hounds Town Incorporated, a franchisor duly organized in the State of New York, Hounds Town Incorporated, and all affiliates, employees, owners, agents, and representatives thereof (hereinafter referred to as “Hounds Town,” “Hounds Town Incorporated,” “We,” or “Us”).

In consideration for your dog(s) participation in overnight, daily, or hourly services at Hounds Town and any of its Franchise Facilities, you, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Owner,” “I,” “you,” “my,” or “your”) agree to all of 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 and for all visits thereafter to any Hounds Town franchise or facility.

1. You certify that you are the owner of the animal, a dog named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that you are dropping off at Hounds Town. You further certify that such dog is:

* vaccinated for and up to date on Rabies, Distemper, Hepatitis, Parvovirus, Parainfluenza, and Bordetella vaccinations. I agree to provide Hounds Town with copies of vaccination records prior to any visits, and/or upon request.
* at least 4 months of age.
* spayed or neutered if 6 months of age or older.
* 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, county, 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 any Hounds Town location.

1. Nature of the 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 and its franchisees’ sole discretion. Because dogs’ pack instincts can at times be unpredictable, there are inherent risks which you 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.
2. 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.
3. Condition at checkout. You understand that due to the interactive nature of Hounds Town, my dog may get dirty or smell upon checkout. If you decline an exit or spa bath upon departure, you understand that my dog will not be bathed, and may smell.
4. Abandonment of animals. Under Arizona law, an animal is considered abandoned when a person intentionally, knowingly, or recklessly abandons the animal. Further, you understand that if my animal has not been reclaimed within a period of time previously agreed upon at the time of delivery, Hounds Town may give written notice by certified mail to the last known address of the owner, possessor or custodian of the animal, and if the animal is not reclaimed within thirty days from the date of the mailing of the notice, the animal shall become the property of Hounds Town to dispose of as Hounds Town sees fit. In such event, Hounds Town may deliver the abandoned animal to any duly incorporated society for the prevention of cruelty to animals or a duly incorporated humane society. If the animal is delivered as set forth herein, the person delivering the animal will notify the person who had placed such animal in his or her custody of the name and address of the animal society or shelter to which the animal has been delivered, by registered letter mailed to the last known address of the person intended to be so notified. The animal may be placed for adoption or euthanized.
5. Veterinary Authorization, Liability, and Care
   1. You authorize Hounds Town and/or a representative of any Hounds Town facility to speak with your veterinarian and/or their staff to confirm your dog(s) vaccination status, date of surgical alteration, last date of visit, and medical history. Furthermore, in the event a Hounds Town employee at his/her sole discretion believes your dog to have any illness, Hounds Town will make reasonable efforts to contact you for direction as to how you wish to provide medical care or seek medical attention. Hounds Town will treat your dog at your direction as its owner and duty to their animal. Unless the dog requires immediate medical care, your dog will remain at Hounds Town until he/she is picked up by the owner. Hounds Town reserves the right to require you or an authorized third party to pick up your dog.
   2. In the event Hounds Town is unable to contact you, Hounds Town and the veterinarian will rely on section 6(a) as your consent to treat your dog. You hereby grant the veterinarian and Hounds Town the right to make medically necessary treatment decisions for my dog. In the event the Veterinarian is unavailable, Hounds Town has the right to seek an alternative veterinarian at its sole discretion.
   3. If a dog passes away at a Hounds Town facility, the owner will be contacted immediately. 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. You understand that you will be fully responsible for all costs related to any medical treatment, including without limitation, the cost of transportation, and any other cost incurred. You agree to indemnify and hold harmless Hounds Town and/or its franchisee in any event of illness or death of the dog.
6. Fees. You understand that you must pay for all services and products by credit card, cash or check. All payment 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 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.
7. 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.
8. Media Release. You agree that your 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.
9. Customer Feedback By providing Hounds Town with 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 Hounds Town. Messaging and data rates may apply to text messages.  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.
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 at Hounds Town sole discretion, may affect, limit or prevent my dog’s ability to participate in any activity or service provided by Hounds Town.
11. Behavior Disclosure and Indemnification. You certify that:

* You have given full disclosure of any history of aggressive behavior by your dog, and understand that failure to do so will result in my dismissal from any Hounds Town facility and no refund shall be given;
* You have no concerns or reason to be concerned about your dog’s health;
* You have no concerns or reason to be concerned about your dog’s temperament or interactions with other people or animals; and
* Your dog’s behavior now and in the future is solely your responsibility while he/she is at a Hounds Town facility whether or not you are present.

Should any behavior on the dog’s part result in damage to any individuals including agents, employees, customers or other third parties as well as to any real or personal property or to any other dog, you 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, their franchisees, invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessor 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/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. You expressly and forever release Hounds Town 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 will not waive Hounds Town’s right to be indemnified as provided hereunder, and such precautions will not alter this release. 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; you 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.

1. 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 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. 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.
2. Costs. In the event of any litigation, you agree to pay the cost of all legal fees for Hound Town and all Releasees.
3. Arbitration. In the event of any dispute arising out of this agreement, such dispute shall be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association. The venue shall be the State of Arizona, County of Maricopa.
4. Copy received. You acknowledge receipt of a copy of this document, acknowledge that you 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 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.

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 Hounds Town USA