



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

It is hereby acknowledged that Hounds Town Incorporated is a franchisor duly organized 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"), any franchisee and any franchisee doing business under an assumed name.

In consideration for your dog(s) participation in overnight, daily, or hourly services at Hounds Town and any of its Franchise Facilities, 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 franchise or facility.

1. I, \_\_\_\_\_ certify that my dog \_\_\_\_\_:

- is vaccinated for and up to date on Rabies, Distemper, Parvo, 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 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.

2. 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 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 a Hounds Town Inc. franchise or 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 pursuant to N.J. STAT. ANN. § 4:22-20, a person who shall abandon a domesticated animal shall be guilty of a disorderly persons offense. The violator shall be subject to the maximum \$1,000 penalty. I fully understand that pursuant to **N.J.S.A. 4:19-15.16**

a. The certified animal control officer appointed by the governing body of the municipality shall take into custody and impound any animal, to thereafter be euthanized or offered for adoption, as provided in this section:

- (1) Any dog off the premises of the owner or of the person charged with the care of the dog, which is reasonably believed to be a stray dog;
- (2) Any dog off the premises of the owner or the person charged with the care of the dog without a current registration tag on its collar or elsewhere;
- (3) Any female dog in season off the premises of the owner or the person charged with the care of the dog;
- (4) Any dog or other animal which is suspected to be rabid; or
- (5) Any dog or other animal off the premises of the owner or the person charged with its care that is reported to, or observed by, a certified animal control officer to be ill, injured, or creating a threat to public health, safety, or welfare, or otherwise interfering with the enjoyment of property.

b. If an animal taken into custody and impounded pursuant to subsection a of this section has a collar or harness with identification of the name and address of any person, or has a registration tag, or has a microchip with an identification number that can be

traced to the owner or person charged with the care of the animal, or the owner or the person charged with the care of the animal is otherwise known, the certified animal control officer shall ascertain the name and address of the owner or the person charged with the care of the animal, and serve to the identified person as soon as practicable, a notice in writing that the animal has been seized and will be liable to be offered for adoption or euthanized if not claimed within seven days after the service of the notice.

c. A notice required pursuant to this section may be served: (1) by delivering it to the person on whom it is to be served, or by leaving it at the person's usual or last known place of residence or the address given on the collar, harness, or microchip identification; or (2) by mailing the notice to that person at the person's usual or last known place of residence, or to the address given on the collar, harness or microchip identification.

d. A shelter, pound, or kennel operating as a shelter or pound receiving an animal from a certified animal control officer pursuant to subsection a. of this section, or from any other individual, group, or organization, shall hold the animal for at least seven days before offering it for adoption, or euthanizing, relocating, or sterilizing the animal, except if:

(1) the animal is surrendered voluntarily by its owner to the shelter, pound, or kennel operating as a shelter or pound, in which case the provisions of subsection e. of this section shall apply; or

(2) the animal is suspected of being rabid, in which case the provisions of subsection j. of this section shall apply.

e. If a shelter, pound or kennel operating as a shelter or pound is not required to hold an animal for at least seven days pursuant to paragraph (1) of subsection d. of this section, the shelter, pound, or kennel operating as a shelter or pound:

(1) shall offer the animal for adoption for at least seven days before euthanizing it; or (2) may transfer the animal to an animal rescue organization facility or a foster home prior to offering it for adoption if such a transfer is determined to be in the best interest of the animal by the shelter, pound, or kennel operating as a shelter or pound.

f. Except as otherwise provided for under subsection e. of this section, no shelter, pound, or kennel operating as a shelter or pound receiving an animal from a certified animal control officer may transfer the animal to an animal rescue organization facility or a foster home until the shelter, pound, or kennel operating as a shelter or pound has held the animal for at least seven days.

g. If the owner or the person charged with the care of the animal seeks to claim it within seven days, or after the seven days have elapsed but before the animal has been adopted or euthanized, the shelter, pound, or kennel operating as a shelter or pound:

(1) shall, in the case of a cat or dog, release it to the owner or person charged with its care, provided the owner or person charged with the care of the animal provides proof of ownership, which may include a valid cat or dog license, registration, rabies inoculation certificate, or documentation from the owner's veterinarian that the cat or dog has received regular care from that veterinarian;

(2) may, in the case of a cat or dog, charge the cost of sterilizing the cat or dog, if the owner requests such sterilizing when claiming it; and

(3) may require the owner or person charged with the care of the animal to pay all the animal's expenses while in the care of the shelter, pound, or kennel operating as a shelter or pound, not to exceed \$4 per day.

h. If the animal remains unclaimed, is not claimed due to the failure of the owner or other person to comply with the requirements of this section, or is not adopted after seven days after the date on which notice is served pursuant to subsection c. of this section or, if no notice can be served, not less than seven days after the date on which the animal was impounded, the impounded animal may be placed in a foster home, transferred to another shelter, pound, kennel operating as a shelter or pound, or animal rescue organization facility, or euthanized in a manner causing as little pain as possible and consistent with the provisions of R.S.4:22-19.

i. At the time of adoption, the right of ownership in the animal shall transfer to the new owner. No dog or other animal taken into custody, impounded, sent or otherwise brought to a shelter, pound, or kennel operating as a shelter or pound shall be sold or otherwise be made available for the purpose of experimentation. Any person who sells or otherwise makes available any such dog or other animal for the purpose of experimentation shall be guilty of a crime of the fourth degree.

j. Any animal seized under this section suspected of being rabid shall be immediately reported to the executive officer of the local board of health and to the Department of Health, and shall be quarantined, observed, and otherwise handled and dealt with as appropriate for an animal suspected of being rabid or as required by the Department of Health for the animals.

k. When a certified animal control officer takes into custody and impounds, or causes to be taken into custody and impounded, an animal, the certified animal control officer may place the animal in the custody of, or cause the animal to be placed in the custody of, only a licensed shelter, pound, or kennel operating as a shelter or pound. The certified animal control officer may not place the animal in the custody of, or cause the animal to be placed in the custody of, any animal rescue organization facility, foster home, or other unlicensed facility. However, the licensed shelter, pound, or kennel operating as a shelter or pound may place the animal in an animal rescue organization facility, foster home, or other unlicensed facility if necessary pursuant to subsection e. or h. of this section.

l. Notwithstanding the provisions of this section and sections 3 and 4 of P.L.2011, c.142 (C.4:19-15.30 and C.4:19-15.31) to the contrary, no cat or dog being transferred between shelters, pounds, or kennels operating as shelters or pounds, or being transferred to an animal rescue organization facility or placed in a foster home, shall be required to be sterilized prior to that transfer.

6. Veterinary Authorization, Liability, and Care

a. 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. Furthermore, in the event a Hounds Town employee at his/her sole discretion believes the dog to have any illness, Hounds Town 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 will treat your dog at your direction as its owner and duty to their animal. Unless the dog requires immediate medical care, the 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.

b. In the event Hounds Town is unable to contact me, Hounds Town and the veterinarian will rely on section 7(a) as my consent to treat my dog. I 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.

c. 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. 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. 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, cash or check. All payment is due at the time of pick up. I give my 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. I further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

8. Acknowledgement of Policies. 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. 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. 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 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.

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 to do so will result in 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. Should any behavior on the dog's part result in damage to the property, employees, person of 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, Inc., 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, (ii) my dog's participation at any Hounds Town facility. I agree that this release is binding on me and my successors, heirs, legal representatives and assigns. I 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. I intend for this agreement to be a complete and unconditional release of all liability of Hounds Town 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 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. 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 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. THIS AGREEMENT PERTAINS TO HOUNDS TOWN, INC. AND ANY AND ALL FRANCHISEES AND FACILITIES.

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.

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Owner

Date

Hounds Town USA