 **LUCKY DOG RESORTS**

**CONTRACT / LIABILITY WAIVER**

 2801 & 2809 Janitell Road

 Colorado Springs, CO 80906

 4401 Mark Dabling Blvd

 Colorado Springs, CO 80907

This is a contract between Lucky Dog Resorts, Lucky Dog South, Lucky Dog Central, or Lucky Dog Enterprises, Inc. (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "owner"). The signing of this contract is a one time requirement and is activated at each boarding, daycare, grooming or training (hereinafter called "service") provided for the owner's dog or dogs, cat or cats (hereinafter called "pet".).

1. Owner agrees to pay the rate for service in effect on the date pet is checked into the Kennel until pet is released from the Kennel's care.
2. Owner further agrees to pay all costs for special services requested and all veterinary costs for the pet during the time the dog is in the care of the Kennel.
3. Owner further agrees that the pet shall not leave the Kennel until all charges are paid to Kennel by Owner.
4. By signing this contract and leaving his dog with the Kennel, Owner certifies to the accuracy of all information given about the pet, and that Kennel's liability shall in no event exceed the lesser of either the current value of a pet of the same breed, or the sum of $200 per pet boarded. The Owner further agrees to be solely responsible for any and all acts or behavior of pet while it is in the care of the Kennel to include injury to other pet.
5. Owner specifically represents that he or she is the owner of the pet.
6. If Owner does not contact the Kennel, or pick pet up after 14 days **PAST THE SCHEDULED PICK UP DATE** the pet shall be deemed abandoned. Kennel will then have authority to place the pet in the protective care of a rescue group or other humane entity.
7. If pet becomes ill or if the state of the pet health otherwise requires professional attention, every reasonable attempt will be made to contact the Owner. If the Owner is unreachable, the Kennel in its sole discretion, may engage the services of a Veterinarian of the Kennel's choice, with the owner responsible for all associated costs.
8. Kennel is not responsible for lost or damaged possessions belonging to the owners pet during the boarding stay.
9. Lucky Dog Resorts will provide Veterinary care for the pet if is deemed necessary with or without my permission, which may include after hours Veterinary care. The Lucky Dog staff and management will make every effort to contact me in the event of illness or injury to my pet, but I understand that this may not always be possible.
10. I understand that despite the best efforts of care and kennel cleanliness, certain communicable diseases, especially, but not limited to, upper respiratory illness may be unavoidable in any multiple animal facility. Veterinary care, for which I am responsible, will be sought in the event of my pet contracting such illness.
11. Lucky Dog Resorts is careful to provide appropriate and adequate supervision for all the pets in our care. However, dogs in particular are prone to rough play, and injuries can occur. I acknowledge that certain risks of injury in the daycare and boarding setting do exist, and I hold Kennel blameless for all injuries resulting from my pet's activities at the Kennel. If my pet is found to be the cause of an aggressive action towards another pet or human staff member ***I acknowledge that I am responsible for any Veterinary or Medical charges resulting from this action.*** The determination of fault of such actions will be made by the Lucky Dog employees witnessing the event, and this determination is final. I further understand that I am responsible for the cost of property damaged or destroyed by my pet. I understand that should a dispute of blame arise from any action involving my pet, Kennel reserves the right to release my name, address, phone number, or other pertinent information to those involved, to include, but not limited to, legal entities.
12. In releasing a pet to the care of Kennel, I acknowledge that my pet is in a state of health that will not prove dangerous or damaging to boarding, grooming, training, or daycare.
13. In releasing a pet to the care of Kennel, I further acknowledge that my pet has not shown aggressive or otherwise threatening behavior to humans or other animals and is of such a temperament that it does not pose a hazard to itself, another animal or staff.
14. All guests of Kennel participating in boarding and daycare must participate in and satisfactorily pass a temperament evaluation.  The evaluation and passage thereof is solely within the discretion of the employees of kennel for the safety of their animal guests and employees. Kennel reserves the right to refuse animal that may be a hazard to itself, another animal or the staff as a result of its aggressive, anti-social, or physical state or tendencies and may, at its discretion, re-test any pet we deem necessary.
15. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with the costs of all such arbitration and reasonable attorney fees absorbed by the non-prevailing party.
16. **The following is a mandatory statement required for all kennels licensed by the State of Colorado:** In the rare and unfortunate event that your pet dies in the care of Lucky Dog Resorts, he or she will be taken to the owner's Veterinarian (within city limits) and will be maintained for pick-up or further instruction. Should Lucky Dog Resorts staff be unable to reach the owner after a reasonable time period, Lucky Dog Resorts management will decide upon the method of after death care the pet receives.

**I authorize my dog(s) to commingle with other dogs at the discretion of Lucky Dog Staff**.

**I fully understand and agree to the above conditions and that this agreement shall be activated for each of my pets left in the care of Lucky Dog Resorts, for every instance of service provided.**

**Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**