



KENNEL LIABILITY WAIVER & AGREEMENT

2801 Janitell Road
Colorado Springs, CO 80906

4401 Mark Dabling Blvd
Colorado Springs, CO 80907

This Liability Waiver & Agreement (hereinafter "Agreement") is between Lucky Dog Enterprises, Inc. (doing business as Lucky Dog Resort; Lucky Dog Daycare & Boarding); Lucky Dog South, Inc., (doing business as Lucky Dog South; Lucky Dog Daycare & Boarding South) and Lucky Dog Central, Inc., (doing business as Lucky Dog Resort Central; Lucky Dog Daycare & Boarding Central), all locations (hereinafter individually or collectively "Kennel or Kennel Staff") and pet owner _____, _____ (hereinafter individually or collectively "Owner"), all parties together (hereinafter "Parties").

The signing of this Agreement is a one-time requirement and shall remain in full force and effect, for an unspecified period of time, with its terms applicable to the Parties each time Kennel provides services to Owner, to include boarding, daycare, grooming or training (hereinafter "Service") for Owner's pet(s) named _____, _____ (hereinafter individually or collectively "Pet").

1. Owner agrees to pay the rate for Service in effect at the time, with such rate varying, as applicable on the date Pet is checked into the Kennel, with such rate being applicable until the Pet is released from the Kennel's care.
2. The Parties agree that service pre-paid packages have varying expiration dates, as applicable to each, from the date of purchase of the pre-paid package. Timely use of pre-paid packages is recommended, as no refunds will be provided after their expiration date.
3. Owner further agrees to pay all costs for special services requested and all veterinary costs for the Pet during the time Pet is in the care of the Kennel.
4. Owner further agrees that Pet shall not be allowed to leave the Kennel until all fees and costs (as due) are paid to Kennel by Owner.
5. By signing this Agreement and leaving your Pet with 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. 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 destruction of Kennel property, injury to Kennel Staff and other pets in the care of Kennel.
6. Owner specifically represents that he or she is the legal Owner of Pet and has the full and absolute right to board Pet.
7. If Owner does not contact the Kennel, or pick Pet up after 14 days has elapsed **PAST THE SCHEDULED PICK UP DATE**, Pet shall be deemed abandoned, and Owner grants Kennel authority to place the Pet in the protective care of a rescue group or other pet shelter entity.

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8. Kennel requires Pet vaccination records prior to boarding your Pet. If you do not have records available prior to Pet's stay, then you agree to give permission to Kennel to retrieve records from Pet veterinarian, as listed herein. Owner also provides Kennel permission to contact Pet veterinarian, while Pet is in our care, or after care, for any sickness or injury.
9. 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 to direct care. However, if Owner is unreachable, Kennel at its sole discretion, may provide veterinary care or engage the services of a Veterinarian of Kennel's choice, which may include after-hours care, with Owner being responsible for all associated fees and costs (as due).
10. Kennel is not responsible for lost or damaged Pet accessories or possessions belonging to the Owner's Pet during its boarding stay, so Owner is cautioned to leave Pet valuables at home.
11. Owner understands that despite the best efforts of care and Kennel cleanliness, certain communicable diseases, especially, but not limited to, upper respiratory illnesses may be unavoidable in any multiple animal facility. Veterinary care, for which Owner shall be responsible, will be sought in the event Pet contracts such illness.
12. If Pet is showing symptoms of respiratory illnesses, including canine cough, or has been diagnosed with upper respiratory disease while in the care of Kennel, Kennel shall not be responsible for any veterinary care that your Pet receives.
13. Owner understands that Kennel Staff are not veterinarians and must follow strict guidelines when administering medication to Pet. Medication will be administered according to the dosage prescribed on the medication bottle and Kennel will not deviate from the prescription, to include the following: 1) medication must be in the original pharmacy container; 2) must have a label with Owner and Pet name, drug name, dosage; veterinarian's name and date of issue. Non-prescription/Non pet products can be administered by Kennel Staff, only upon receipt from Owner, of a completed and signed Non-Prescribed Medication Waiver.
14. Kennel is careful to provide appropriate and adequate supervision for all pets in their care. However, dogs in particular are prone to rough play, and injuries can occur. Owner acknowledges that certain risks of injury in the daycare and boarding setting do exist, and Owner agrees to hold Kennel harmless for all injuries resulting from Pet's activities at the Kennel.
15. If Pet is found to display aggressive action towards another pet or Kennel Staff **Owner accepts responsibility for any Veterinary care to other pets and/or Medical care to Kennel Staff resulting from Pet's action.** The determination of fault for such actions will be made by Kennel Staff witnessing the event, and their determination is final. Owner further agrees to accept responsibility for any related costs arising from incident, including the cost to repair or replace property damaged or destroyed by Pet. Owner agrees that, should a dispute arise from any action involving Pet, Kennel reserves the right to release Owner's name, address, phone number, or other pertinent information to those involved, to include, but not limited to, legal entities, animal control and/or law enforcement.
16. In releasing Pet in care of the Kennel, Owner acknowledges that the Pet is in a good state of health and affirms that Pet will not prove dangerous or damaging to other pets, 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, other animals, Kennel Staff and/or the boarding, grooming, training and daycare facility.

17. All Pets participating in boarding and daycare must satisfactorily pass a temperament evaluation to be administered by Kennel Staff. The evaluation and passage thereof, shall be solely at the discretion of Kennel Staff and is conducted to provide for the safety of Owner's Pet, other animals and Kennel Staff. Kennel Staff reserves the right to refuse service to a Pet that may be a hazard to itself, other animals or Kennel Staff, at their sole discretion, and Kennel Staff is authorized to give Pet a re-test, as they deem necessary.
18. Kennel has a strict requirement that all Pets over the age of one, be spayed or neutered. If Pet is not spayed or neutered, Pet will be placed for boarding in individual care, away from other pets and Owner will be responsible for any additional charges.
19. Owner hereby gives absolute right and permission to Kennel or Kennel Staff, its agents, licensees, successors and assigns to use my likeness or that of my Pet for any purpose whatsoever, including, but not limited to, to publish, broadcast, and copyright my voice and video recording, name, picture, and likeness, or any material based upon or derived therefrom, or to refrain from so doing, in any manner or media whatsoever for all purposes whatsoever for any and all media and related advertising and promotion thereof. I agree that any voice and video recording, picture, or likeness of me, or anything derived therefrom created by Kennel is owned by Kennel. If I should receive any print, negative, or other copy, I shall not authorize its use by anyone else. I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any such use, alteration, distortion, or illusionary effect or other use in any composite form. I agree that this release does not in any way conflict with any existing commitment on my part.
20. Any controversy, claim or potential cause of action arising out of, or relating to this Agreement, or a breach thereof, by any party to this Agreement shall be subject to mandatory Arbitration in accordance with the rules of the American Arbitration Association, with the costs of such arbitration and reasonable attorney fees absorbed by the non-prevailing party.
21. **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 Kennel, Pet shall be taken to a Veterinarian (within city limits) and will be maintained there for pick-up or further instruction by Owner. Should Kennel Staff be unable to reach the Owner after a reasonable time period, Kennel Staff will decide, at their sole discretion on the method of after death care to be given to the Pet.

I authorize Pet to commingle with other pets at the sole discretion of Kennel and Kennel Staff.

I fully understand and agree to the terms of this Agreement as of _____, 20____ and that such terms will become effective on the first date of service and will continue in effect for an unspecified period of time and applicable each time I bring Pet in for service at Kennel.

Owner(s) Printed Name: _____

Owner(s) Signature: _____

Owner Contact Information

Owner Name: _____

Phone #: _____ Email: _____

By providing a Back-up Emergency Contact, Owner authorizes Kennel or Kennel Staff to reach out to the listed Emergency Contact in the event that Owner cannot be reached.

Back-up Emergency Contact Name: _____

Back-up Emergency Contact Phone: _____

Pet Veterinarian Information

I give full authorization for Kennel or Kennel Staff to request and retrieve veterinary medical records for my Pet, as listed herein, and release Veterinarian from any liability for the release thereof.

Owner(s) Printed Name: _____

Owner(s) Signature: _____

Name of Veterinarian: _____ Address of Veterinarian: _____

Phone #: _____