



WARNING

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE LAKESHORE K-9 AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Print name

Sign

FACILITY POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration for my being permitted to be a client at Lakeshore K-9 inc. (herein after "Lakeshore K-9 inc." or "Facility") for my dog's day or overnight boarding or training, I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. REQUIREMENTS. My Dog meets the following requirements he/she: is current on his/her Rabies, Distemper and Bordetella vaccinations; is in good general health. Is free of, and on maintenance for, ticks, fleas, and Heart Worm; meets all other dog municipal or state licensure and other requirement. I have completed the Lakeshore K-9 inc. behavioral application and have provided you with current and valid information.

2. PHOTOS AND VIDEO RELEASE. I agree to allow Lakeshore K-9 inc., its owners, employees, officers, directors and agents, to use my dog's images or likeness of my dog taken while he/she is attending your Facility, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. _____ **I understand and agree that I approve images of me and my dog to be displayed for others to see.** I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

3. PERSONAL PROPERTY. I agree that Lakeshore K-9 inc. shall not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my dog. If my dog causes any damage to Lakeshore K-9 inc.'s facilities or equipment, I agree to be fully responsible for the full cost of any repair or replacement.

4. FEES. I agree to pay for all facility fees, services and products by cash or check at the time I pick up my dog after each visit to Lakeshore K-9 inc. I further agree to pay the cost of any check charges returned or challenges for any reason.

5. CANCELLATION POLICY. I understand that I will be charged for a full day of boarding, if I fail to cancel my boarding reservation at least forty eight (48) hours in advance; or, if my reservation is within three days of a nationally recognized holiday, my reservation must be cancelled within seventy two (72) hours. If I fail to cancel a reservation for a boarding, I understand that I will be charged a no-show fee equal to two (2) nights of boarding.

6. TRAINING. Lakeshore K-9 inc. has customized the following training program for my dog(s): _____

_____ I agree to complete the entire training program while making payments as directed: _____.

A 25% deposit is required to hold your date on all programs.

Deposit is non-refundable if you cancel less than 2 weeks from your start date.

7. ABANDONED DOGS. I agree that I will not neglect to pick up my dog from your Facility by the time he/she is scheduled to leave without providing notification and proper payment. Any dog that is left at Lakeshore K-9 inc. without any contact, instruction or notification from me, of the ability, willingness or plans to pick him/her up by myself or my personal representative or agent, will be considered abandoned upon the third day of such notification failure. I understand that if I abandon my dog at Lakeshore K-9 inc., Lakeshore K-9 inc. will, by default, become the legal owner and guardian of my dog. Lakeshore K-9 inc. will, in its sole discretion, determine whether to try to rehome/adopt-out your dog or will relinquish your dog to an unrelated shelter of its choice.

_____ I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY DOG AT LAKESHORE K-9 inc., I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY DOG AND I WILL HAVE NO RECOURSE WHATSOEVER AGAINST LAKESHORE K-9 inc., RELATED PARTIES, SHELTER OR ADOPTOR.

8. ACCEPTANCE AND ACKNOWLEDGEMENT OF FACILITY PARTICIPATION RISK. I FULLY UNDERSTAND THAT: (a) THERE ARE INHERENT AND POTENTIAL 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, PUNCTURE WOUNDS, PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR DOG; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO ME NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED, FINANCIAL OR OTHERWISE, AS A RESULT OF MY OR MY DOG'S PARTICIPATION IN USE OF YOUR FACILITY, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF MY DOG. SICKNESS SHALL BE DEFINED TO INCLUDE ANY ILLNESS INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH) OR ANY OTHER FORM OF CONTAGIOUS ILLNESS, FLEAS, TICKS, AND OTHER.

9. VETERINARIAN LIABILITY AND CARE. I agree to allow Lakeshore K-9 inc. to obtain medical treatment for my dog, if, in its sole discretion it appears that, he/she is ill, injured or exhibits any other behavior that would reasonably suggest that my dog may need medical treatment. I AGREE THAT I AM FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT, PROVIDED TO MY DOG. LAKESHORE K-9 inc. MAY USE AT ITS OWN DISCRETION, A VETERINARIAN OF ITS CHOICE, INCLUDING BUT NOT LIMITED TO THE ONE PROVIDED IN MY APPLICATION. I UNDERSTAND THAT MY NOTIFICATION MAY BE LIMITED BY CIRCUMSTANCES.

10. WAIVER, RELEASE AND INDEMNIFICATION. I HEREBY EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND AND COVENANT NOT TO USE LAKESHORE K-9 inc., and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, lessors, and any parties owning, controlling or having any interest in the property at which the Event is taking place, and all other representatives or agents (the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES OR DEMANDS (including reasonable attorney's fees) OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releasees, including negligence, and (ii) my or my dog's participation in activities at Lakeshore K-9 inc., or otherwise. I FURTHER AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any claims, litigation, actions, suits, damages, costs, attorney's fees, losses or injuries as the result of any such claim.

I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE LAKESHORE K-9 inc. FROM ANY DUTY TO PROTECT ME OR MY DOG(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF LAKESHORE K-9 inc. CHOOSE TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED LAKESHORE K-9 inc. FROM ANY DUTY TO PROTECT ME OR MY DOG(S). I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "FACILITIES POLICIES, PROCEDURES AND YOUR DOG RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" (THE "AGREEMENT") AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY DOG(S).

Owner of dog _____ Date _____