



Boxers Bed & Biscuits Liability Waiver Agreement

By registering the below listed dog ("Pet") as a guest of Boxers Bed & Biscuits, LLC (hereinafter, "Daycare"), for daycare, grooming, boarding, or other services offered therein, the registrant ("Owner") certifies that all relevant policies and terms have been reviewed and understood, and expressly agrees that Daycare (including its staff, owners, contractors, and agents) shall not be liable for any problems, damages, or injuries caused by Pet during its stay. Owner accepts sole responsibility for all acts and behavior of Pet while under Daycare's care. Owner acknowledges inherent risks associated with group play, pet care, and interaction among dogs and people and further releases Daycare from any and all liability arising from Pet's attendance and participation in group-play environments.

1. Assumption of Risk

_____ Owner understands that Daycare operates a group play environment. Owner accepts and assumes all risks and responsibilities associated with Pet's attendance and participation, including, but not limited to, illness, injury, escape, death, property damage, or harm to other animals or persons.

- Injuries may occur during supervised play; Subject to Section 5, Daycare staff will in good faith and at its sole discretion, provide appropriate treatment, which may include administering first aid. Notification of any such incident may be provided upon Pet pickup.
- Owner is aware group environments may result in the spread of communicable diseases, despite preventative efforts by Daycare.
- Owner acknowledges that when a Pet is boarded overnight, continuous monitoring cannot be guaranteed, and pets may be left alone for periods during which self-inflicted injuries (such as those caused by escape attempts, excessive barking, or pacing) or escape may occur.
- Owner acknowledges that grooming procedures—including nail trims—require use of sharp and motorized tools. These procedures may occasionally result in accidental

nicks, cuts, razor burns, quicked nails (causing bleeding), infections, or hematomas despite reasonable care and professionalism.

2. Release from Liability

_____ Owner hereby waives, releases, and discharges Daycare and its owners, officers, employees, contractors, and agents (“Released Parties”) from any and all liability, claims, demands, causes of action, damages, or expenses, whether known or unknown, arising from or relating to Pet’s participation at Daycare.

This includes, but is not limited to:

- Any injury, illness, escape, or death sustained by Pet, including, but not limited to, such injury, illness, escape or death resulting from (i) interaction with other pets, regardless of supervision or cause, (ii) natural disasters or environmental hazards, (iii) infrequent monitoring of Pet (except in cases of gross negligence or willful misconduct), (v) grooming practices, or (v) transport of Pet authorized or necessitated under this Agreement
- Any injury or property damage caused by or arising out of Pet’s conduct, including injury to Daycare’s employees and groomers
- Any communicable disease contracted during or after Pet’s stay, including Canine Cough, Canine Influenza, or others
- Any emergency veterinary treatment decisions made by Daycare, including the outcomes, complications, side effects, or death resulting from such care administered in good faith
- Any injury relating to a medication reaction, treatment error, or missed or incorrect doses.

_____ Owner agrees not to initiate legal action or claim against Released Parties for any loss, injury, illness, death, or damage related to Pet’s participation, provided reasonable care and precaution are taken.

3. Indemnification

_____ Owner agrees to defend, indemnify, and hold harmless Released Parties against all claims, losses, damages, liabilities, penalties, expenses, legal fees, and costs arising from:

- Any act or omission by Owner or Pet
- Failure to disclose Pet’s pre-existing illness, condition, or aggression
- Damage, bodily harm, or injury caused by Pet to Daycare’s facility, staff, other pets, or any property
- Any third-party claims related to Pet’s behavior

4. Owner Representations and Warranties

_____ Owner certifies and warrants that:

- Pets are in good health, free of communicable diseases or illnesses within 30 days prior to attending
- All required vaccinations (Rabies, Distemper, Lepto, Bordetella, Canine Flu) are current; proof is to be provided within 24 hours of Daycare's request
- Pets have not shown aggression towards people or animals
- Owner is the legal owner or is authorized to act on the owner's behalf
- Any individual who picks up Pet from Daycare is a trusted person designated by Owner to properly care for Pet; the Daycare may presume authorization to release Pet if that individual states they have been designated by Owner for pick-up

_____ If Pet is deemed aggressive or unsafe, Owner will retrieve Pet promptly upon notification.

5. Medical Treatment Authorization

_____ Should Pet become seriously ill or injured, Daycare will contact Owner or listed emergency contacts/veterinarian. If Owner cannot be reached and the situation is determined to be serious or life-threatening, Daycare is authorized to seek emergency veterinary care at veterinarian listed below, and if unavailable, from a local provider selected by Daycare, including on-site at Boxers Meds & Fixits.

- Owner is responsible for all veterinary, hospital, and transportation costs.
- Default emergency care authorization limit is \$1,000 unless otherwise specified.
- Medication administration will incur an additional fee if required.

6. Daycare Policies & Procedures

_____ Owner agrees to abide by the following policies:

- All pets must pass a temperament assessment before acceptance.
- Daycare may require owner to retrieve Pet promptly if pet shows signs of illness, injury, or aggression.
- Owner will not bring Pet to Daycare if Pet is showing signs or symptoms of illness.
- While not a requirement, Pets over the age of 7 months are to be spay/neutered if deemed necessary due to behavioral attributes exhibited by Pet.
- All Pets are required to have a collar for admittance to Daycare accompanied by a leash to enter the building for drop off and pick up.

- Daycare reserves the right to temporarily or permanently remove or prohibit Pet from Daycare or participation in part or all of any services offered by Daycare.
- Daycare may separate dogs who are boarded together by one family if they demonstrate aggression to each other, and daycare may bill family for both suites.
- Daycare packages and fees are non-refundable and non-transferable.
- Owner to provide food or accept daycare-provided food at additional cost.
- Scheduled rest periods include kennel separation and mealtimes.
- If Daycare determines, in its reasonable discretion, that Pet's actions resulted in veterinary bills, hospital bills, or damage or loss to any facility or equipment ("Damages"), then Owner is liable, and shall pay, for all such Damages.
- If Pet is not retrieved by Owner during the Daycare's listed hours of operation, the Daycare shall board Pet overnight at the Daycare's standard nightly boarding rate, and the Owner agrees to pay all applicable boarding charges for that night.
- If Pet is left 5 days beyond scheduled stay without contact, Pet will be deemed abandoned and released to authorities.
- Daycare may charge a \$25 "no-show" fee if I do not cancel a boarding appointment for Pet or fail to cancel a grooming appointment more than 24 hours before such appointment. This fee may be applied to my card on file or placed as a debit on my account.

7. Miscellaneous

Owner grants Daycare rights to record, photograph, or videotape Pet during its stay and utilize such media in any format or medium, including print, television, digital, or social media, without Owner approval or compensation. All such media is property of Daycare.

If any provision is found unenforceable, the remainder of the Agreement remains in full effect.

This Agreement supersedes all prior and contemporaneous oral or written agreements. Modifications must be in writing and signed by Owner and Daycare representative.

Owner Signature: _____

Owner Name: _____

Date: _____

Pet(s) Name: _____

Vet Name and Contact: _____