

SERVICE AGREEMENT - RELEASE OF LIABILITY

SERVICE AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (THIS "AGREEMENT")

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE Paws-N-Relax, LLC, THE OWNER(S) OF Paws-N-Relax, LLC, OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

I am at least 18 years of age and understand that I have enrolled my pet(s) for services from Paws-N-Relax, LLC, doing business as Paws-N-Relax.

I certify that I am the legal owner of the pet(s) enrolled on my account. I further attest that if I am not the owner or sole owner of the pet(s) for whom this account has been completed, my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

I entrust Paws-N-Relax to care for my pet(s) and agree to all policies and terms and conditions set forth in the "Paws-N-Relax Rules" documents AND this Agreement. I understand that the policies set forth are posted on the Paws-N-Relax website and are subject to change.

I understand that the following agreement & release of liability shall govern each and every time my pet(s) attend(s) Paws-N-Relax .

1. I understand that Paws-N-Relax desires to maintain the health, enjoyment, and comfort of all animals entrusted to its care, and to adequately provide for the safe-keeping of such animals. Paws-N-Relax commits to provide responsible care and appropriate exercise daily, to make every effort to feed, medicate, and fulfill health and general care instructions provided by me and agreed to by Paws-N-Relax . Paws-N-Relax commits to maintain a sanitary and reasonably safe and secure environment, and to regularly monitor the safety and well-being of the pets in its care.
2. I agree that Paws-N-Relax , its owners, and staff shall not be liable for any loss or damage to any animal by any cause, including, but not limited to, disease, illness, injury, natural disaster, fire, smoke, theft, sickness, attempted or successful escape of the pet, death, or harm caused by the pet(s) to themselves, people, other animals, or property, or other unforeseen, unexpected, unpredictable, or unavoidable causes despite exercising due diligence and care.
3. Paws-N-Relax will not be liable for any lost, stolen, or damaged personal property belonging either to me or my pet. If my pet causes any personal property damage, I am responsible for all repairs and replacements.
4. Photographs, videotape, and digital recordings are taken of Paws-N-Relax facility, pets, customers, and staff on a regular basis for, among other things, use in advertising by Paws-N-Relax . By enrolling my pet, I am authorizing Paws-N-Relax to use and post pictures or videos of my dog on media outlets, the Paws-N-Relax website, and social media sites for educational, entertainment, and/or promotional purposes. I acknowledge that all such images are the property of Paws-N-Relax . I give Paws-N-Relax and persons authorized by Paws-N-Relax consent, permission and authorization, without compensation or limitation, to use the images in any form for any reason.
5. I understand and acknowledge that Paws-N-Relax has agreed to render services based on my representation that my pet is generally healthy and has received all required and customary vaccinations and medical care, does not suffer from any undisclosed disability, illness, behavioral characteristics or condition which could adversely affect other pets being cared for by Paws-N-Relax.
6. I affirm that my pet has not been exposed to Rabies, Distemper, or any other communicable illness in the 30 days prior to any date of attendance.
7. I agree that no warranty or guarantee has been made by Paws-N-Relax regarding the safety of my pet

while attending Paws-N-Relax due to the fact that animals can behave in unpredictable, uncontrollable, unforeseeable, and unpreventable ways.

8. I agree to disclose to Paws-N-Relax , on a continuing basis, any injuries, illnesses, allergies, medical ailments, physical limitations, pre-existing conditions, or behavior changes, incidents, or concerns prior to or at drop-off.
9. Paws-N-Relax reserves the right to refuse service for pets with medical conditions, wounds, illness, or injuries that Paws-N-Relax determines are potentially communicable or need veterinary care/monitoring. If such conditions are not disclosed at drop-off, I may be asked to return to pick-up my pet.
10. Paws-N-Relax will not release my pet to anyone not listed on my pet's account without prior written or verbal notification.
11. I agree to keep a trusted, available, knowledgeable, and capable emergency contact on file with Paws-N-Relax. Paws-N-Relax is authorized to release my pet(s) (and their care) to this person, in any situation, if I can not be reached. I hereby grant my emergency contact the right to make medically necessary decisions for my pet's care and treatment. If an emergency contact does not exist, is unwilling to step in, or can not be reached in a timely manner, I agree that Paws-N-Relax becomes the default emergency caretaker and decision-maker for my pet(s) and will not be held legally or financially liable for decisions made, on behalf of me, for my pet(s).
12. I understand that Paws-N-Relax offices are staffed by appointment only. Pick-ups and drop-offs are scheduled for specific times. Being early or late may result in extra expenses, and any untimely visits/visitors may not receive service or may experience extended wait times.
13. My pet must be restrained by carrier or collar/harness & leash during arrival, departure, and at all times while in my custody on Paws-N-Relax property. I will not allow my pet to interact with other pets or people. While under my control, or should my pet get loose, and cause injury to themselves or others, or be harmed by another pet on Paws-N-Relax property, I am responsible for the full cost of any damages and medical services that may be needed for my pet, myself and other people, or other pets.
14. I assure Paws-N-Relax that my pet can be confined safely, and has not, at any time in the past, harmed or shown aggression or threatening behavior, that has not been disclosed to Paws-N-Relax , towards any other person or pet. I further assure Paws-N-Relax that there is no history of destructive behavior as a result of being confined in a small area. Notwithstanding such assurances, if my pet's behavior results in any injury to itself, persons, other pets, or property, I shall bear the full expenses resulting from such conduct.
15. Paws-N-Relax recommends that all pets be spayed or neutered. Extra fees apply for unaltered pets. I understand that unspayed females actively "in season" should not attend while actively bleeding or for 30 days after bleeding stops. Paws-N-Relax shall not be held responsible if my female pet becomes pregnant during her stay at Paws-N-Relax. For safety purposes, Paws-N-Relax reserves the right to isolate, require pick-up, or refuse admission for any unaltered pets.
16. I authorize Paws-N-Relax to provide services it deems necessary for the health, safety, and comfort of my pet. This includes, but is not limited to, grooming services such as bathing, nail clipping, ear cleaning, anal gland expression, and matted fur removal. I agree to pay any related expenses for these services when Paws-N-Relax deems them necessary or when I request the completion of these services.
17. I understand that the process of grooming may be stressful and that injuries/illness can occur. The stress and process of grooming may cause conditions such as allergic reactions, illness, injuries, arthritis, muscle, bone, joint, or skin, or surgical sites to become active or inflamed, and known or unknown, latent, or inactive conditions, to become active and can result in illness, seizures, or the death of my pet. Although Paws-N-Relax will take reasonable care and precautions in grooming my pet, I acknowledge that the stress and process of grooming may initiate or irritate medical problems or allergies in my pet. I agree not to hold Paws-N-Relax responsible for medical conditions resulting from the grooming process.
18. I authorize Paws-N-Relax to remove any fur necessary for medical or hygiene purposes, especially if it is matted, by shaving, cutting, or heavy brushing. Although Paws-N-Relax will use all precautions during this process, I understand possible reactions such as irritation and/or nicks to the skin may result, and

- agree not to hold Paws-N-Relax responsible for injuries to the skin that are a result of the fur removal process. I also understand that, although first aid will be provided by Paws-N-Relax if necessary, I am responsible for any veterinary expenses that may be incurred as a result of the fur removal process. I understand I am also responsible for payment of any fees for these services.
19. I understand that Paws-N-Relax must do what it can to protect all pets from parasites. If fleas, ticks, or other parasites are found on my pet, I agree to pay any fees for my pet to be treated. I understand that my pet may be sensitive to ingredients in flea/tick/parasite treatments. Although Paws-N-Relax will use reasonable care & precautions in flea/tick/parasite treatment procedures, I agree not to hold Paws-N-Relax responsible for reactions to the flea/tick/parasite prevention products or treatment process.
 20. I understand that there are periods of time where animals are unattended and unmonitored while they are at Paws-N-Relax and that Paws-N-Relax does not provide 24-hour on-site staffing.
 21. I understand that my pet will be confined to an enclosure (away from other pets) for safety, meals, and rest. Pets are unattended in their enclosures when enjoying meals, treats, and chews. I will not bring items or other chews that may be a choking or obstruction hazard. Paws-N-Relax is not liable for any loss or injury resulting from the incomplete or improper consumption of any items.
 22. Paws-N-Relax commits to supervision, by a trained person(s), of all group play and interaction between pets from separate households.
 23. Paws-N-Relax reserves the right to make all decisions pertaining to lodging assignments and group play assignments. Paws-N-Relax will make all decisions in effort to keep all pets as safe and comfortable as possible. I authorize Paws-N-Relax to use its best judgement in how and where to safely confine my pet. I understand that, if for any reason, my dog needs to be removed from group play and converted to private play, extra fees may apply.
 24. I agree that my pet may be isolated, kept apart from other animals, or removed from group play should Paws-N-Relax in its reasonable belief or the reasonable belief of its employees or other agents, determine that my pet may be in danger or may endanger other animals by virtue of its health, conduct, or behavior.
 25. Paws-N-Relax is an active and social facility where there is direct and indirect exposure to other pets and the environment. I understand that there are inherent and potential risks involved with interactions between humans and pets, pets and the environment, as well as between multiple pets, including, but not limited to, allergic reactions, communicable illness due to exposure to other pets, and injuries from play. I assume and understand that my pet is in an environment where pets shall be located together in a social atmosphere, at times confined in enclosures, and that Paws-N-Relax, its owners, or staff, shall not be liable for any damage caused by injury, attempted escape, escape, or other episodes, which may or may not be caused by another animal. I agree that I am legally and financially liable for any damages that my pet(s) may cause or receive, including illness, injury, allergic reactions, bites, escape, consumption of foreign objects, aggressive behavior, damage to property, people, or other animals.
 26. I entrust Paws-N-Relax in caring for and making all decisions in regards to the safety and well-being of my pet(s). Should any decision affecting the handling or transportation of the pet become necessary as the result of medical needs, for safe housing or care, due to inclement weather, or other natural or unforeseen causes relating to such a decision, Paws-N-Relax, its agents, and employees shall use reasonable judgment given the circumstances of the event or happening and I will not hold Paws-N-Relax, its agents, owners, or employees responsible if any accidents or escapes occur. (Example: We have the right to move your dog to another facility, in the case of a natural disaster at our facility, or to transport your pet to the veterinarian, or to another facility for safe housing.)
 27. I understand that changes in routine care and environment are inherently stressful for some pets and may cause new, unknown, underlying, or existing medical issues to present or progress, sometimes rapidly. I understand and agree that, for some pets, especially young, elderly, and the medically fragile (ex. pets with diabetes, heart issues, or multiple concurrent medical issues) are at an increased risk for the development or progression of illness. I understand this and assume all risks and costs associated with my pet(s) care.

28. I understand that, despite Paws-N-Relax's best efforts to protect every pet, the inherent and uncontrollable nature of animals make many accidents unforeseeable and unpreventable by Paws-N-Relax . Pets may suffer injuries such as, but not limited to, broken nails, paw pad injuries, scrapes, scratches, puncture wounds, abrasions, cuts, other body, bone, ligament, tendon, or joint inflammation or injuries, or skin irritation/injuries. These are usually minor and are manageable by Paws-N-Relax staff or pet owners with basic first aid care. In some cases they may be more severe and veterinary care may be needed.
29. I understand and assume responsibility for inherent and potential risks and any associated medical costs, including but not limited to, the direct or indirect transfer of communicable diseases like viral or bacterial infections, hot spots, vomiting, diarrhea, other illnesses, allergic reactions, injuries, or death.
30. I understand that, as a generally accepted standard: it is customary and commonly expected that if my pet injures another person or pet, I am responsible for the payment or reimbursement of any medical and legal expenses and damages pertaining to the incident. If each animal involved in an incident is comparably injured, it is customary for each pet owner to cover the medical expenses of their own pet. If one pet is significantly more injured, it is customary and commonly expected that the person owning the pet that caused the most damage is responsible for any medical and legal expenses and damages pertaining to the incident. Although Paws-N-Relax holds these expectations, Paws-N-Relax can not guarantee the compliance of all parties and is not responsible for the pursuit of or any expenses incurred to pursue such damages, payments, or reimbursements and I am ultimately responsible for my pet.
31. If my pet harms a person or animal, I understand and agree that Paws-N-Relax can disclose my name and contact information, along with any other pertinent information, to any individuals involved, law enforcement, humane agents, other agencies, and legal or medical providers, upon request.
32. I agree that over-the-counter treatments may be used by Paws-N-Relax , as deemed necessary by Paws-N-Relax , to care for my pet and will not hold Paws-N-Relax responsible for any adverse reactions to such treatment.
33. I agree that if my pet becomes ill or injured or displays behavior that endangers itself, others, or property, Paws-N-Relax may, at it's sole discretion, seek veterinary services for my pet(s).
34. In the event my pet needs veterinary care, efforts will be made to contact me or my emergency contact as soon as possible. In emergencies, or if I can not be reached in a timely manner, my pet's care will take priority and Paws-N-Relax is fully authorized to engage the services of any available veterinarian, at my expense and on my behalf, to provide medical care for my pet. I give Paws-N-Relax authorization to make any and all decisions necessary in regards to the medical treatment of my pet and, if necessary to prevent suffering, the authorization of humane euthanasia for my pet. I trust that these decisions will all be made in my pet's best interest, in conjunction with veterinary advice, and I release Paws-N-Relax from any and all liability pertaining to these decisions.
35. I agree that medical treatment and medication may be administered by, and/or as directed by, a veterinarian, and that I am responsible for all related risks and fees.
36. I understand and agree that, if Paws-N-Relax transports my pet for veterinary care, I am responsible for reimbursing Paws-N-Relax for all travel and payroll expenses accrued, including any overtime expenses and/or expenses for multiple staff when necessary.
37. I authorize all veterinarians to share and discuss my pet's medical history, health, behavior, medication, vaccination information, medical conditions, diagnosis, prognosis, medical notes and files, exam and testing results, recovery, and progress information with Paws-N-Relax whenever requested by Paws-N-Relax or it's representatives.
38. I agree to pick up my pet at the scheduled pick-up time or to provide notification of any changes. Any pet that is left at Paws-N-Relax beyond their scheduled check-out date/time, without any contact, instruction, or notification of the ability, willingness, or plan to pick him/her up by me or my designee, will be considered to be abandoned upon the seventh day of such notification failure. I understand that if I abandon my pet, Paws-N-Relax will, by default, become the legal owner and guardian of the pet.

Paws-N-Relax will, in its sole discretion, determine whether to try to adopt or re-home the pet, relinquish the pet to an unrelated organization of its choice, or humanely euthanize the pet. I understand that in the case of abandonment, I may be unable to retrieve possession of the pet and will have no recourse against Paws-N-Relax. I understand that I will still be responsible for payment to Paws-N-Relax for all care provided and costs incurred while the pet was in the care of Paws-N-Relax.

- 39. I understand that Paws-N-Relax does not reimburse any veterinary expenses or pay veterinary expenses.
- 40. I am responsible for the complete payment, at the time of pick-up, for all services, and reimbursement of any and all costs, fees, and expenses accrued by Paws-N-Relax for the care or treatment of my pet.
- 41. I agree that Paws-N-Relax can use any credit/debit card stored on my account or provided by me to collect any deposits or payments rightfully owed to Paws-N-Relax for services or products provided when payments are due. There are no refunds. All sales are final.

I HEREBY AGREE TO EXPRESSLY AND FOREVER WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND Paws-N-Relax, their invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessors, and all others having an interest in any Paws-N-Relax party (collectively, the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, LEGAL FEES, EXPENSES OR DEMANDS 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, or (ii) my pet(s) participation at any location, or otherwise. I AGREE THAT THIS RELEASE IS BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE PNSPC FROM ANY DUTY TO PROTECT ME OR MY PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY PNSPC WILL NOT WAIVE Paws-N-Relax'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 PNSPC 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.

I acknowledge and agree that I have read, understand and agree to all the terms and conditions contained in the "Paws-N-Relax Rules" and this Release of Liability, Assumption of Risk and Indemnification Agreement. I understand and agree that any information I provide to Paws-N-Relax may be used for any lawful purpose. By signing this agreement, I agree to abide by the rules and agreements of Paws-N-Relax and accept all terms, releases, responsibilities, conditions, and statements of this agreement. I hereby execute the Agreement for my pet(s), myself and my heirs, successors, representatives and assigns. By signing electronically, I hereby agree that my signature will be deemed an original and take the place of my wet-ink signature. No amendments, modifications, or supplements to this Agreement shall be valid unless in writing and signed by both parties.