

Liability Waiver for Brewer Boarding LLC

Dog Name: _____

Breed/Description: _____

1) I (Owner) represent that I am the legal owner of the above named dog(s) and I assume all risks, dangers, and responsibility for injuries sustained to the named dog(s) during its time at Brewer Boarding, LLC. Owner understands and agrees that Owner is solely responsible for any harm caused by Owner's dog while Owner's dog(s) is/are attending Boarding.

2) DOG'S HEALTH: Owner further understands and agrees that Owner's dog(s) are healthy and will at all times while attending boarding have current vaccinations for Rabies, Distemper, Parvovirus and Bordetella. Owner is not enrolling any dog that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to boarding. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's dog can still contract Kennel Cough. Owner agrees that Owner will not hold Brewer Boarding LLC responsible if Owner's dog(s) contracts Kennel Cough or other dog-dog transmitted ailments.

3) FLEA/TICK FREE: All dogs must be flea/tick free. Should a dog be observed to have fleas or ticks, a bath and flea treatment will be applied and charged to the owner at a rate of \$50.00 per bath.

4) RELEASE OF LIABILITY: Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. Dog play is monitored by Brewer Boarding LLC staff to best avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite Brewer Boarding, LLC's supervision. Owner further understands and agrees that neither Brewer Boarding LLC nor any of its employees, staff, or volunteers will be liable for any illness, injury, death, and/or escape of Owner's dog(s) provided that reasonable care and precautions are followed, and Owner hereby releases Brewer Boarding LLC staff or volunteers of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending Brewer Boarding LLC.

5) PERSONAL PROPERTY: Owner understands that Owner is solely responsible for any harm, damage or destruction caused by Owner's Dog including injuries to any other pet(s), to the employees or invitees of Brewer Boarding LLC, or to the equipment, facilities, or other property of Brewer Boarding, caused by Owners dog(s). Owner also agrees that Brewer Boarding LLC shall not be responsible or liable for any lost or damaged personal property belonging either to Owner or Owner's pet.

6) FOOD/MEDS when boarding overnight, Owner agrees that it is the Owner's responsibility to provide an adequate supply of food and medications for Owner's dog(s) during the entire time Owner's dog is cared for by Brewer Boarding LLC. Should the

food/medication supply need replacement, Owner authorizes Brewer Boarding LLC to purchase replacement food or medication and Owner will reimburse Brewer Boarding LLC for the actual food and medication costs plus a minimum of \$25.00 time/distance trip fee (per occurrence).

7) VETERINARIAN LIABILITY AND CARE: Owner consents to Brewer Boarding LLC's medical treatment for Owner's dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that dog(s) may need medical treatment including anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to Brewer Boarding LLC to use Owner's vet or nearest available vet hospital for required treatment. Yes _____ or No _____
If Yes, the maximum dollar amount is \$ _____.

8) WEAKENED IMMUNE SYSTEM: Owner understands special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for daycare or boarding the Owner is waiving any claim for injury or illness experienced by the Owner's dog while in our care.

9) ELDERLY DOGS: Owners of elderly dogs (approaching the end of life) need to know if in the event Owner's dog passes on while in our care, our policy is to transport Owner's dog to Owner's vet (within 15 miles) where he/she will be held until Owner can be reached by the Vet for further instructions. If Owner's vet is closed or outside of our transport distance, then we will transport to the nearest available facility. Trip charge may apply based on time/distance.

10) GROOMING expense to be paid if Owner's dog(s) nails are too long and causing breaking of skin or deep scratches to staff, volunteers, and/or other dogs. Nail trim cost is \$15.00. In addition, if Owner's dog(s) soil their fur Brewer Boarding, LLC will bathe them at a cost of \$15.00 per bath.

11) PAYMENTS are due and payable at the end of each visit. \$25 NSF charge for returned checks. We do not keep credit card information on file.

15) CANCELLATION / NO-SHOW POLICY: Cancellations must be done 48-hours prior to the reservation date. If cancellation notice is less than 48-hours an amount of two nights stay will be invoiced.

17) RIGHT OF REFUSAL: Brewer Boarding LLC reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other boarding standards. The determination shall be made at the sole discretion of Brewer Boarding LLC.

18) VENUE AND ATTORNEYS' FEES: Owner and Brewer Boarding, LLC consent and agree that venue is proper in DeSoto County, Florida. Owner and Brewer Boarding, LLC also agree that in the event collections or litigation is pursued by Owner or Brewer Boarding, LLC, the prevailing party shall be entitled to reimbursement for its costs, expenses and fees as it relates to collection, litigation or appeals including court costs and attorneys' and paralegal fees incurred by the prevailing party.

19) FULL FORCE AND EFFECT: Owner further understands and expressly agrees that each and every of the foregoing provisions contained in paragraphs 1-19 shall be in force and effect and shall apply to each and every occasion on which Owner's dog(s) stays with Brewer Boarding LLC for daycare, extended boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by a writing signed by the parties. Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability and the regulations set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions.

Name, First & Last _____ Date: _____

Address _____

Nykol Brewer, Member Brewer Boarding, LLC