

WAIVER, RELEASE & PAYMENT AGREEMENT

WARNING...READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE FOR PAWS UNLEASHED 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.
FOR PAWS UNLEASHED POLICIES, PROCEDURES AND PET/GUEST RELEASE, WAIVER OF LIABILITY, ASSUMPTIONS OF RISK AND INDEMNIFICATION AGREEMENT.

In consideration for my pet being permitted to attend For Paws Unleashed (herein after "For Paws Unleashed" or "FPU") for day and/or overnight care or boarding (herein after "guest" or "pet") I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. ACCEPTANCE AND ACKNOWLEDGMENT OF ACTIVITY AND PARTICIPATION RISK. I understand and acknowledge that my pet will participate in group play or have interaction with other canines in an unrestrained or free play environment. That is the reason, or one of the reasons, I have brought my pet to For Paws Unleashed. 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 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 as a result of my or my pet's participation or conduct at FPU. This specifically includes (but is not limited to) an understanding that as with people, canines can from time to time play in a rough or physical manner or get into altercations with each other. I specifically acknowledge that this could happen and my dog could be involved, and such situation is not the result of negligence or carelessness on the part of For Paws Unleashed. As such, I hold For Paws Unleashed harmless and not responsible should any such situation arise.

2. PET/GUEST REQUIREMENTS. My pet meets the following guest requirements he/she: has successfully completed the behavioral evaluation/interview; is (4) months of age or greater; he/she is spayed or neutered (if over six (6) months of age) if not spayed or neutered I have informed the staff on the application; is current on his/her Rabies, Distemper and Bordetella vaccinations; is in good general health and free of ticks and fleas; is not aggressive or protective of toys; meets all other municipal or state licensure and other requirements; is attending For Paws Unleashed with a quick release collar that contains an identification tag bearing my pet's name and parent/owner's current contact information. I have completed the application and have provided For Paws Unleashed with a current and valid credit card number. My pet will enter and exit For Paws Unleashed with a leash.

3. WEB CAM, PHOTOS AND VIDEO RELEASE. I agree to allow For Paws Unleashed, LLC, it's owners, employees, and/or anyone affiliated with FPU to take photographs, video or other electronic recordings of my pet and to use my pet's name and any images or likeness of my pet taken while he/she is a guest at For Paws Unleashed, in any form or format, in any and all media, marketing, advertising, illustration, trade or promotional materials. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

4. PERSONAL PROPERTY. I agree that FPU shall not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my pet. I also understand and agree that my pet's collar may be removed in the play area to prevent injury to any dog. If my pet causes any damage to FPU facilities or equipment, I agree to be fully responsible for the full cost of any repair or placement.

5. PET FEES. I agree to pay for all fees, services and products with the credit card, or by cash or check at the time I pick up my pet after each visit to FPU. I give my express permission to FPU to charge any of the credit card numbers I have provided for any unpaid fees, services or products. I understand and agree that FPU shall not be required to obtain an additional written authorization prior to charging my credit card for unpaid fees, services or products. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.

6. ABANDONED DOGS. For Paws Unleashed is a place where all dogs are loved and can romp and play. No guest may be abandoned at FPU. I agree that I will not neglect to pick up my pet from FPU by the time he/ she is scheduled to leave without providing notification. Any guest that is left at FPU without any contact, instructions or notification from me, of the ability, willingness or plans to pick him/ her up by myself or by my personal representative or agent, will be considered abandoned upon the seventh day of such notification failure. I understand that if I abandon my Pet at For Paws Unleashed, FPU will, by default, become the legal owner and guardian of the pet. FPU will, in its sole discretion, determine whether to try to re-home and adopt the pet from the For Paws Unleashed location at which he/she was abandoned or will relinquish the pet to an unrelated shelter of FPU's choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT FOR PAWS UNLEASHED, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST FPU. I FURTHER UNDERSTAND THAT FPU SHALL HAVE NO OBLIGATION, DUTY OR RESPONSIBILITY TO CONTACT ME, OR TRY TO CONTACT ME, SHOULD I FAIL TO PICK UP MY PET, AND SHOULD I FAIL TO PICK UP MY PET, I SHALL HAVE NO SAY IN

WHERE FPU PLACES MY FORMER PET, WHAT PERSON OR SHELTER MY FORMER PET IS RELINQUISHED TO OR WHO ADOPTS MY FORMER PET.

7. DUTY DISCLOSURE. I have disclosed any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my pet's ability to participate in the services provided by For Paws Unleashed.

8. VETERINARIAN LIABILITY AND CARE. I agree to allow FPU to obtain medical treatment for my pet, if, in its sole discretion it appears that he/ she is ill, injured or exhibits any other behavior that would reasonably suggest that my pet 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 pet. By signing this waiver I am releasing For Paws Unleashed to seek veterinary care for my pet on an as needed basis, and also release that in the event I am unreachable the veterinarian chosen to treat my pet has permission to perform any and all necessary services and procedures needed. I understand that For Paws Unleashed will attempt to take my pet to the vet of my choice within Madison County, identified as:

_____ ; but in the event my vet is unavailable, For Paws Unleashed has my express permission to select any licensed vet within Madison County.

9. SICKNESS/ ILLNESS: I understand that there is always a potential risk for illness or sickness when brought into an environment in which they are around a high volume of other dogs. These risks include, but are not limited to: kennel cough, parvovirus, and parasites. I agree to be responsible for any costs or treatments that are needed for my dog as a result of the services they received while in the care of For Paws Unleashed. I understand that the risk for sickness and illness are not controllable, and that my pet can become ill after a boarding, daycare, or a grooming visit despite For Paws Unleashed taking every foreseeable precaution to minimize the risk for sickness and illness.

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 SUE FPU, and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors and any parties owning, controlling or having any interest in FPU or the property upon which FPU is located or at which the Event is taking place, and all other representatives or agents (the "Releases") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, or LOSSES relating in any way to (i) any act or omission of the Releases, including negligence, and (ii) my or my pet's participation in services/activities at For Paws Unleashed, 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 FPU FROM ANY DUTY TO PROTECT ME OR MY PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF FPU CHOOSE TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED FPU FROM ANY DUTY TO PROTECT ME OR MY PET(S).

11. JURISDICTION. I understand that this agreement is being signed in Madison County, Kentucky, and is for services provided in Madison County, Kentucky, and should any issue arise as a result of this agreement, the Madison Circuit Court shall have jurisdiction. Further, should any paragraph of this agreement be deemed unenforceable, it shall not affect the remaining paragraphs.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS WAIVER, RELEASE AND PAYMENT 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 THE 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 PET(S).

Signature _____ Date: _____

Print Name _____

Dog Name(s): _____