

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE WOPL 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.

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

In consideration for my dog being permitted to be a client at Willow's Oak Pet Lodge & Obedience Academy (herein after "WOPL") for day, overnight boarding or training I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1a. Our establishment agrees to exercise due and reasonable care and to keep the premises sanitary and properly enclosed. Your pet will be fed, watered regularly and housed in safe clean quarters. The services we provide are done so without liability for loss or damage from disease, death, running away, theft or fire. Also from injury or damage caused by your pet to people, other animals or property, or other unavoidable causes. Due diligence and care has been exercised. Should any pet become ill or need medical attention we reserve the right to administer aid and to render care by a local veterinarian. Any expenses incurred being reasonable in amount, shall be paid promptly by the owner in addition to a \$20 fee.

1. Pet Requirements. My Pet meets the following requirements he/she: has successfully completed the Application; is four (4) months of age or older; he/she is spayed or neutered (if over six (6) months of age); is current on his/her Rabies, Distemper, Bordetella, Parvo & Corona 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. I have completed the Application. My Pet will enter and exit the WOPL facility with a leash.

2. Personal Property. I agree that WOPL 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 the WOPL facilities or equipment, I agree to be fully responsible for the full cost of any repair or replacement.

3. Fees. I agree to pay for all fees, services and products by cash or check or credit card at the time I pick up my Pet after each visit to WOPL. I give my express permission for WOPL to charge any of the credit card numbers I provided for any unpaid fees, services or products. I further agree to pay the cost of any check or debit charges returned or challenges for to any reason.

4. Aggressive Dogs. My Pet is not aggressive. Although WOPL loves all dogs, I understand that aggressive dogs are not permitted to attend WOPL as social boarders/day care/training and that if my Pet acts aggressively or exhibits unacceptable behavior he/she may be separated from the other Pets. WOPL will use reasonable efforts to consult Pet parents about aggression and ways to address it, however aggressive dogs may be asked not to return to WOPL social boarding/day care/training. Such determinations shall be made at the sole discretion of WOPL.

5. Abandoned dogs. WOPL is a place where all dogs loved, can romp and play. No Pet may be abandoned at WOPL. I agree that I will not neglect to pick up my Pet by the time he/she is scheduled to leave without providing notification. Any Pet that is left at WOPL 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 seventh day of such notification failure. I understand that if I abandon my Pet at WOPL, WOPL will, by default, become the legal owner and guardian of the Pet. WOPL will, in its sole discretion, determine whether to try to rehome and adopt the Pet from the WOPL location at which he/she was abandoned or will relinquish the Pet to an unrelated shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY DOG AT WOPL, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST WOPL AS PROVIDED FOR BELOW.

6. Duty to Disclose. I have disclosed and shall continue to disclose on an on going basis, 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 play time or otherwise attend WOPL .

7. Participation. I understand participation in play time/social time is at the sole discretion of WOPL and that Pets may be separated from other Pets or asked to leave for any reason in WOPL's sole discretion.

8. ACCEPTANCE AND ACKNOWLEDGEMENT OF 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, 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 AT WOPL, 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.

9. Veterinarian Liability and Care. I agree to allow WOPL 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.

10. WAIVER, RELEASE AND INDEMNIFICATION. I HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND WOPL, their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, representatives, lessors, and all others having an interest in WOPL (the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S 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, including negligence, and (ii) my or my Pets' participation at WOPL, or otherwise. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE WOPL FROM ANY DUTY TO PROTECT ME OR MY PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF WOPL CHOOSE TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED WOPL FROM ANY DUTY TO PROTECT ME OR MY PET(S).

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "POLICIES, PROCEDURES AND PET 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 PET(S).

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Signature

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Date