

Barky's Bungalow

PET CARE AUTHORIZATION & RELEASE AGREEMENT

1. Barky's Bungalow, its owners and employees will exercise reasonable care for the safety of your pet, and to keep the boarding premises sanitary and properly enclosed. Animals will be fed properly and regularly, and housed in clean, safe quarters. Barky's Bungalow, cannot guarantee against accidents, absent negligence on our part, and we cannot be liable for loss or damage by or to animals at this facility.

2. Owner understands and agrees that the Owner is solely responsible for any harm caused by Owner's dog(s) to another dog or to a person while at Barky's Bungalow. I agree to indemnify and subrogate Barky's Bungalow from any action, which may be brought against it, and for any defense, settlement, or judgment against it. Owner will assume all liability for the action of Owner's dog(s).

3. Owner understands the concept of dog daycare/group play and overnight boarding is to allow dogs to be socialized by interacting with people and dogs. Dogs in daycare/group play may toss toys, jump and romp with other dogs. Although these activities are supervised, anytime dogs play together, there is a possibility of injury from rough play or combative behavior. Owner agrees that any injury to their dog incurred during their use of the facilities shall not bring any liability of any type on the part of Barky's Bungalow.

4. Dogs with temperament problems such as aggression or extreme shyness with either dogs or people will not be permitted at Barky's Bungalow.

5. Barky's Bungalow, is authorized by the Owner to seek veterinary advice or care, including emergency care, at the Owner's expense. If we believe your pet is in need of veterinary care, if time permits we will try to contact you before obtaining that care, but this document serves as our authorization to obtain veterinary care for your pet regardless. The owner is responsible for expenses of veterinary care and transportation, whether or not you have been reached in advance. The Owner agrees that Barky's Bungalow, in its discretion, give medication or other attention when we deem it necessary for the safety and health of the animal.

6. Standard precautions will be used against the injury, escape, or death of Owner's dog. The staff and management will not be held responsible for injuries that occur, provided standard care and precautions have been followed as determined at the sole discretion of Barky's Bungalow. It is expressly agreed by Owner and Barky's Bungalow that Barky's Bungalow's liability shall in no event exceed the lesser of the current chattel value of a dog of the same species or the sum of \$500.00 (five hundred dollars) per animal. In no event shall Barky's Bungalow, be liable for illnesses that arise during Owner's dog stay or after Owner's dog has left the facility. WE ARE NOT RESPONSIBLE FOR KENNEL COUGH.

7. Barky's Bungalow, reserves the right to refuse to accept a dog upon arrival if it appears to us, in our sole discretion, that such dog is sick or that its behavior could jeopardize the health or safety of other pets or our staff.

8. Barky's Bungalow realizes older dogs may experience additional stress in the boarding or daycare environment. Barky's Bungalow is dedicated to providing exceptional care for your dog, including geriatric animals. Your signature acknowledges that you are aware of any age related risks to your dog. Barky's Bungalow does not offer a "Do Not Resuscitate" option for any dog staying at Barky's Bungalow regardless of age.

9. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Barky's Bungalow. Owner recognizes that Owner may give up legal rights by signing "Pet Care Authorization & Release" and knowingly do so as partial consideration for allowing Barky's Bungalow to care for my dog.

10. If my dog dies while in the custody of Barky's Bungalow, Barky's Bungalow will use reasonable efforts to notify me as soon as possible. Barky's Bungalow will take my dog's body to my veterinarian if it is reasonably convenient for Barky's Bungalow to do so; otherwise, Barky's Bungalow may take my dog's body to a local Veterinary Clinic. Owner agrees to pay any veterinarian expenses immediately upon demand.

11. Owner may request to have dog transported to and from Barky's Bungalow as deemed necessary. The transport service is required to carry all appropriate insurance and Owner agrees to hold Barky's Bungalow harmless in the event of injury, accident or death while being transported.

12. Owner covenants not to initiate legal proceedings of any sort against Barky's Bungalow, as a result of injury, illness, death, or damage to Owner's dog arising out of the dog's stay at Barky's Bungalow and further agree that, should Owner bring a legal action against Barky's Bungalow, the proper result of such legal action should be a summary dismissal in favor of Barky's Bungalow, and Owner further agrees to pay Barky's Bungalow, including but not limited to, reasonable attorney's fees. Owner agrees that venue for any action or proceeding filed under this Agreement shall be in El Dorado County, California.

13. Owner agrees that by signing the "Pet Care Authorization & Release" one time that it remains in full force and effect each and every time Owner brings Owners dog to Barky's Bungalow.

14. Owner understands and agrees that in the event that any portion of this agreement shall be found void or unenforceable for any reason all other portions of the agreement will remain in full force and effect.

15. Cancellation Policy: Should it occur that you must cancel your stay with us, please do so as soon as possible. Cancellations and No-Shows that take place within 24 hours of the drop off date will be charged a non-refundable daily rate.

16. Indemnification: Client expressly acknowledges and agrees to indemnify, defend and otherwise hold Barky's Bungalow harmless from any claims, suits, actions, or damages of which Barky's Bungalow may become subject to arising out of the acts of the Dog, including reasonable attorney fees and costs at all levels. This provision shall survive the termination of this Agreement.

I HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS AUTHORIZATION. I fully intend to pickup my dog on the specified date. If circumstances change I will notify Barky's Bungalow, of the new pick up time and assume responsibility for any additional charges incurred.

Owner hereby waives and releases Barky's Bungalow, and their employees from any and all liability for injury or damage resulting from the actions of my dog, any other dog, or any humans in the playgrounds. I expressly assume the risk of any injury to my dog including any and all medical expenses resulting from or relating to said injury, subject to the stipulations set forth in the Authorization above.

I hereby agree to the forgoing as the owner of the aforementioned dog(s). I further certify that my dog(s) is (are) in good health and have not been ill with any communicable condition nor exposed to any communicable disease within the last 30

days. Moreover, I certify to the accuracy of all information given about my dog(s) and that my dog(s) have not harmed or shown aggression or threatening behavior toward any person or animal. I have read and understand the forgoing.

Owner (Owner/Agent for Dog)

Name (Print): _____

Signature_____

Date_____