

POLICIES, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (THE "AGREEMENT")

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE OWNER(S) OR STAFF OF ANY CLUB FIDO AND FRIENDS, LLC, IN-HOME PET CARE SERVICES, GROOMING SERVICES, TRAINING SERVICES OR ANYTHING RELATED TO CLUB FIDO AND FRIENDS, LLC (HEREIN "CLUB FIDO"). 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.

In consideration for your dog(s) being permitted to come to Club Fido or to utilize In-Home Pet Care services, you agree to all of the policies, procedures, releases, terms and conditions set forth below. The following Agreement will apply at all Club Fido or In-Home Pet Care service locations regardless of ownership.

1. All dogs must:

*be current on Rabies, DHPP (Distemper, Hepatitis, Parvovirus, Parainfluenza) and Bordetella vaccinations:

*be spayed or neutered if 6 months of age or older (only required for daycare/boarding)

*be in general good health and free of ticks and fleas (only required for daycare/boarding)

*be non-aggressive towards other dogs and people (only required for daycare/boarding)

*complete the Club Fido interview process to Club Fido's satisfaction in its sole discretion

*meet all municipal and state licensure and other requirements

*have a quick-release collar that contains an identification tag bearing the dog's name; and,

*be leashed when entering and exiting Club Fido, and in any other area associated with Club Fido

2. Food and Medication. Dogs will be fed and given medication in accordance with the instructions provided in the New Clubster Application. If the feeding and/or medication instructions in the New Clubster Application need to be changed or updated, it is your responsibility to provide Club Fido with a written copy of any and all new feeding and/or medication instructions.

3. Webcam, Video and Photo Release. By using the services offered by Club Fido, you agree to allow Club Fido and any of their affiliates to use your dog's name and any image or likeness of your dog taken while at Club Fido, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional material. This provision is binding on you, and all of your successors, heirs, legal representatives and assigns.

4. Personal Property. Club Fido will not be liable for any lost, stolen, forgotten or damaged personal property belonging either to you or your dog. If your dog causes any personal property damage to Club Fido's facility, the site where In-Home Pet Care services are provided, another dog or otherwise, you will be liable for the full cost of all treatment, repairs and replacement.

5. Training and Evaluations. You hereby consent to Club Fido's use of your dog for staff training, dog training, and new client evaluations while your dog is in our care. You acknowledge that dogs in Club Fido's care for evaluation purposes may not meet all qualifications.

6. Fees. You must pay for all services and products by credit card, or cash. All payment is due at the time you pick up your dog from Club Fido or at the time In-Home Pet Care services are completed. You give your express permission for Club Fido to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

7. Cancellation and Refund Policy. You will be charged the equivalent of one (1) full day of daycare, if you fail to cancel a reservation for daycare at least twenty-four (24) hours in advance of drop off time. You will be charged the equivalent of one (1) night of boarding, if you fail to cancel your overnight boarding reservation at least forty-eight (48) hours in advance of drop off time. If you fail to cancel a reservation for a free new client evaluation day at least twenty-four (24) hours in advance of drop off time, you will forfeit your free evaluation day. If you wish to schedule another new client evaluation day, you will be charged the equivalent of one (1) full day of daycare. This payment must be made at the time the reservation is made and is non-refundable. All holiday boarding requires a deposit, payable at the time the reservation is made. Cancellations for boarding reservations that include any days surrounding or including a nationally recognized holiday must be made at least seven (7) days in advance of drop off day. Club Fido, in its sole discretion, reserves the right to refuse services to you if you do not contact Club Fido in the event of a cancellation. Refund policies differ between Club Fido and In-Home Pet Care services and are available upon request.

8. Aggressive Dogs. Although Club Fido loves all dogs, to utilize daycare/boarding, your dog may not be aggressive and must pass Club Fido's evaluation process in Club Fido's sole discretion. Your dog may be separated from other dogs or asked not to return to Club Fido if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of Club Fido.

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9. Abandoned dogs. No dog may be left at Club Fido after the scheduled pick up time without communication from you. If your dog is left at Club Fido without any contact, instruction or notification regarding its pick up from you or your authorized representative, your dog will be deemed "Abandoned" at 8 P.M. on the seventh (7th) day after the scheduled pick up date. If you abandon your dog at Club Fido, Club Fido will become its legal owner and guardian. Club Fido will, in its sole discretion, determine whether to re-home the dog or relinquish it to a shelter or rescue of Club Fido's choice. YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR DOG AT CLUB FIDO, YOU MAY BE UNABLE TO RETRIEVE POSSESSION OF YOUR DOG AND WILL HAVE NO RECOURSE AGAINST CLUB FIDO.

10. Duty to Disclose. You must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that in Club Fido's sole discretion, may affect, limit or prevent your dog's ability to participate in any Club Fido activity or In-Home Pet Care service.

11. ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK. YOU 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 YOU OR CLUB FIDO, NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). YOU FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR DOG'S PARTICIPATION AT ANY CLUB FIDO LOCATION, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF OR CAUSED BY YOUR DOG. "SICKNESS" INCLUDES ANY ILLNESS NOT LIMITED TO BORDETELLA (KENNEL COUGH), BLOAT, OR ANY OTHER FORM OF CONTAGIOUS DISEASE.

12. Veterinarian Liability and Care. Club Fido will have the right to obtain medical treatment for your dog, if, in Club Fido's sole discretion, it appears that your dog may be ill, injured or exhibits any other behavior that would reasonably suggest that your dog may need medical treatment. Club Fido will first attempt to seek treatment from the veterinarian provided in the New Clubster Application, but will have the right to seek veterinary treatment from an alternative veterinarian if: (i) the dog needs urgent care and another veterinarian is closer, (ii) Club Fido is unable to reach or transport the dog to such veterinarian, or (iii) for any other reason not readily foreseeable at this time. You hereby grant the veterinarian and Club Fido the right to make medically necessary decisions for your dog's treatment, and release the veterinarian and Club Fido from all liability for the same. If you are unable to be reached but your emergency contact is reached, you hereby grant your emergency contact the right to make medically necessary decisions for your dog's treatment. YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. Club Fido's staff, in its sole discretion, reserves the right to treat minor injuries onsite. You must also provide veterinary records to Club Fido upon request, and you hereby grant Club Fido permission to request and obtain veterinary records directly from your veterinarian.

13. Trade Secrets. I understand that, during my time in this Club Fido facility, I may see confidential information, intellectual property, and trade secrets (collectively, "Proprietary Information") that are the unique and exclusive property of Club Fido & Friends, LLC. I acknowledge that Club Fido has spent considerable money and effort developing and guarding the Proprietary Information and that any unauthorized disclosure or use of this Proprietary Information would be wrongful and would cause irreparable injury and harm to Club Fido and its affiliates. By signing this form, I agree that I will not, at any time, publish, disclose, divulge or in any manner communicate the Proprietary information to any person or entity or use such Proprietary Information, directly or indirectly, for my own benefit or for the benefit of any other person or entity. I recognize that viewing Club Fido's facility and/or using Club Fido's services does not grant me any property rights, by license or otherwise, to any Proprietary Information. This constitutes my entire agreement with Club Fido with respect to the subject matter hereof.

14. WAIVER RELEASE AND INDEMNIFICATION. YOU HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND CLUB FIDO, their invitees, officers, directors, employees, contractors, volunteers, agents, representatives, lessors, and all others having an interest in any Club Fido party (collectively, 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 (ii) your dog's participation at any Club Fido, In-Home Pet Care services provided, or otherwise. YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. YOU ALSO EXPRESSLY AND FOREVER RELEASE CLUB FIDO FROM ANY DUTY TO PROTECT YOU OR YOUR DOG FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY CLUB FIDO WILL NOT WAIVE CLUB FIDO'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 CLUB FIDO 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.