

**PUPTOWN, LLC**  
**POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY,**  
**ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

**DOG'S NAME:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

In consideration for my dog being permitted to stay at PupTown, LLC (herein after "PupTown") for day care or overnight boarding, I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. **REQUIREMENTS OF DOG.** My dog meets the following requirements: He/she (a) has successfully completed the PupTown Behavioral Interview; (b) is four (4) months of age or older; (c) is spayed or neutered (if over six (6) months of age); (d) is current on his/her Rabies, Distemper and Bordetella vaccinations; (e) is in good general health and free of ticks and fleas; (f) is not aggressive or protective of toys.
2. **APPLICATION.** I have completed the PupTown Application form.
3. **FEES.** I agree to pay for all day care and overnight boarding fees, services and products by credit card, cash, check or debit card at the time I pick up my dog after each visit to PupTown. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
4. **LEASH/COLLAR.** My dog will enter and exit the PupTown facility with a leash and collar. I also understand and agree that my dog's collar will be removed in the play area to prevent injury to any dog.
5. **FOOD/MEDICATIONS.** I understand that it is my responsibility to supply food and medications for my dog. Food must be in a container marked with my dog's name and feeding schedule. Medications must be in the original packaging with the veterinarian's instructions. If I forget to bring food or enough food for the duration of my dog's stay, PupTown will supply food for my dog at an additional fee of \$3 per meal.
6. **PERSONAL PROPERTY.** I agree that PupTown shall not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my dog.
7. **CANCELLATION POLICY.** I understand that I will be charged \$25 if I fail to cancel my day care reservation twenty four (24) hours in advance. I further understand that I will be charged a no-show fee equal to two (2) nights of boarding if I fail to cancel my boarding reservation at least seventy two (72) hours in advance. These fees will be added to my dog's account and collected the next time my dog attends PupTown.
8. **AGGRESSIVE DOGS.** I understand that aggressive dogs are not permitted to attend PupTown and that if my dog acts aggressively or exhibits unacceptable behavior, as solely determined by the owners of PupTown, he/she may be separated from the other dogs and/or be removed from the facility. PupTown will use reasonable efforts to consult with me about aggression and ways to address it, however aggressive dogs may be asked not to return to PupTown. Such determinations shall be made at the sole discretion of PupTown.
9. **ABANDONED DOGS.** I agree that I will not neglect to pick up my dog from PupTown by the time he/she is scheduled to leave without providing notification. Any dog that is left at PupTown without proper arrangements having been made with the owners of PupTown will be considered abandoned and subject to disposition by the owners of PupTown. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY DOG AT PUPTOWN, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY DOG AND WILL HAVE NO RECOURSE AGAINST PUPTOWN AS PROVIDED FOR BELOW.
10. **CONTINUING DUTY TO DISCLOSE.** I have disclosed and agree to continue to disclose on an on-going basis, any and all medical or other conditions (INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH) OR ANY OTHER FORM OF CONTAGIOUS ILLNESS), including but not limited to personality concerns or behaviors that may affect, limit or prevent my dog's ability to participate in play time, otherwise attend PupTown or jeopardize the health or welfare of other dogs attending PupTown.
11. **PARTICIPATION.** I understand that participation in play time is at the sole discretion of PupTown and that dogs may be separated from other dogs or asked to leave for any reason in PupTown's sole discretion.
12. **ACCEPTANCE AND ACKNOWLEDGEMENT OF PUPTOWN PARTICIPATION RISK.** I FULLY UNDERSTAND THAT THERE ARE INHERENT AND POTENTIAL RISKS (FORESEEABLE OR NOT) INVOLVED WHEN HUMANS AND DOGS INTERACT, AS WELL AS WHEN DOGS INTERACT WITH OTHER DOGS. THESE RISKS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPERTY DAMAGE, BODILY INJURY, SICKNESS OR DEATH TO HUMAN OR DOG. I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR DAMAGES CAUSED BY MY DOG WHILE AT PUPTOWN, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES

INCURRED AS A RESULT OF MY OR MY DOG'S PARTICIPATION IN DAY CARE AND CAGE FREE BOARDING, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF MY DOG.

13. 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 PUPDOWN, and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, consultants, professional advisors, lessors, and/or any other parties owning, controlling or having any interest in the property upon which PupDown operates, and all other representatives or agents (collectively "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES OR DEMANDS (including reasonable attorney's fees) 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 dog's participation in activities at PupDown, or otherwise.
- a. 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.
  - b. I ALSO EXPRESSLY AND FOREVER RELEASE PUPDOWN FROM ANY DUTY TO PROTECT ME OR MY DOG(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF PUPDOWN CHOOSES TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED PUPDOWN FROM ANY DUTY TO PROTECT ME OR MY DOG(S).
14. VETERINARIAN LIABILITY AND CARE. I agree to allow PupDown to obtain medical treatment for my dog, if, in its sole discretion it appears that my dog is ill, injured or exhibits any other behavior that would reasonably suggest that my dog may need medical treatment. If a dog passes away at PupDown, it will be brought to its, or the nearest, veterinarian. 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.
15. RESOLUTION OF DISPUTES. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdictions thereof. The proceedings on such arbitration shall be held in Hennepin County unless the parties otherwise agree. The laws of the state of Minnesota shall apply to the dispute. If I choose to file for arbitration against PupDown, I understand that if I should prevail, then my recovery shall be limited to the monetary value of my dog.
16. REPRESENTATIONS. I represent that the information provided in the attached PupDown application and through this Agreement are true and that PupDown may reasonable rely on the accuracy of said information in agreeing to care, board or otherwise attend to the needs of my dog. Furthermore, I agree that I have signed this Agreement of my own free will and without any inducement, assurance or guarantee from PupDown.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" AND UNDERSTAND ITS TERMS AND CONDITIONS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

IMAGES OF MY DOG. PupDown has an interest in publishing various articles, marketing materials, web presence and in house images, etc. to promote our business to the community and to other owners like you. With YOUR APPROVAL ONLY we would like to be able to share the name (first name only) and images of your dog having fun and just being a dog at PupDown.

\_\_\_\_\_ By initialing, I give approval to PupDown and its staff or agents to take photos of my dog and use them for various purposes relating to the marketing and promotion of PupDown and its services.

\_\_\_\_\_ By initialing, I give approval to PupDown and its staff or agents to use my dog's first name for various purposes relating to the marketing promotion of PupDown and its services.