

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Reilly's B&B for Dogs Daycare/Boarding/Training Waiver

The undersigned Owner acknowledges receipt of a copy of this Waiver and as a condition precedent to **Reilly's B&B for Dogs, LLC** providing any boarding, care or others services to Owner's dog agrees to the terms and conditions set forth herein.

1. I agree that I am solely responsible for any harm caused by my dog while at **Reilly's B&B for Dogs, LLC** facility. I shall indemnify and hold **Reilly's B&B for Dogs, LLC** harmless from any claims made against **Reilly's B&B for Dogs, LLC** or losses or damages of any kind suffered by **Reilly's B&B for Dogs, LLC** as a result of my failure to inform **Reilly's B&B for Dogs, LLC** of any pre-existing condition my dog may have (including but not limited to illness or aggression problems). I understand and agree that in admitting my dog to the **Reilly's B&B for Dogs, LLC** facility **Reilly's B&B for Dogs, LLC** has relied on my representation that my dog is in good health and has not harmed or shown aggressive or threatening behavior toward any person or any other dog.
2. I understand and agree that **Reilly's B&B for Dogs, LLC** will not be liable for conduct, behavior, problems, damage, or injury caused by my dog or to my dog provided reasonable care and precautions are followed by staff. I understand that **Reilly's B&B for Dogs, LLC** is fully insured. I release **Reilly's B&B for Dogs, LLC** of any liability arising from my dog's attendance and participation at the daycare/boarding and/or training. I understand that day care and group boarding are places where dogs co-mingle in groups. **I understand that when dogs play in groups nicks, scratches and bites may occur. Day care staff may or may not notify me immediately.** I understand my dog may be placed in a crate for "nap time" not to exceed one hour and thirty minutes, for overnight care or if injured.
3. I understand and agree that any problem or injury that develops with my dog will be treated as deemed appropriate, by **Reilly's B&B for Dogs, LLC**, in its sole discretion. Either my veterinarian or **Reilly's B&B for Dogs, LLC** veterinarian (Indian Bend Animal Hospital) will be contacted in the event of a medical problem that is serious in nature.

My veterinarian is [Name and phone number]

4. I recognize that there are inherent risks of illness or injury when dealing with animals. Such risks include, but are not limited to, problems resulting from rough play, eating objects, food, etc. found outdoors and kennel cough (doggie colds).

5. I, as the owner, agree to be solely responsible for any and all acts or behavior or my pet while in the care of **Reilly's B&B for Dogs, LLC**. If my pet should become ill or seems to be in need of medical consideration, **Reilly's B&B for Dogs, LLC** reserves the right to administer aid and/or to use any available veterinarian. I, the owner, shall pay any expenses so incurred.

6. I release, acquit and forever discharge **Reilly's B&B for Dogs, LLC**, its shareholders, agents, employees, insurer, successors, assigns and all other persons, firms and entities with whom **Reilly's B&B for Dogs, LLC** may be affiliated, from any and all claims, causes of actions, demands, damages, attorney's fees, or charges of whatever kind or nature, known or unknown, arising out of, or in any way connected with, the care, boarding or other services provided to me and my dog.

AS EXPRESS ADDITIONAL CONSIDERATION FOR THE SERVICES REFERENCED BY THIS WAIVER, OWNER AND **Reilly's B&B for Dogs, LLC**. HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING, WHETHER IN CONTRACT OR TORT, A) ARISING OUT OF OR UNDER THIS AGREEMENT OR B) IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE TRANSACTIONS BETWEEN OWNER AND **Reilly's B&B for Dogs, LLC** WITH RESPECT TO THIS AGREEMENT AND WAIVER. OWNER AND **Reilly's B&B for Dogs, LLC**. AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL, WITHOUT A JURY, AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THEIR WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

PRIOR TO SIGNING THIS WAIVER, OWNER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS WAIVER. OWNER AGREES TO THE TERMS OF THIS WAIVER AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY.

OWNER (PRINT NAME)

Email

OWNER'S Signature

date

