

SOCIETY for CALIFORNIA VETERINARY & VACCINE CARE

a non-profit 501(c)(3) organization

AGREEMENT, RELEASE & WAIVER

I, the undersigned, (hereinafter referred to as "OWNER") attest that I am over the age of 18 years and am the lawful owner, guardian, authorized caretaker, or agent of the pet named _____, (hereinafter referred to as "PET") and that I have legal authority to make health care and other decisions concerning PET and to execute this document (hereinafter referred to as "RELEASE").

OWNER hereby gives permission to the Society for California Veterinary Vaccine Care (hereinafter referred to as "SCVVC") to perform surgery and other related medical care to PET and understands that spaying or neutering is a procedure which sterilizes PET and renders it incapable of reproducing.

OWNER agrees to pay all fees and charges associated with PET'S medical procedure and care performed by SCVVC. OWNER has read, understands, and agrees to the terms and conditions set forth in this document and the documents entitled: "Patient Intake Form," "Spay & Neuter Prices & Services", "Appointment Scheduling & Summary of Procedure", and "Post-Surgery Home Care Instructions," (hereinafter referred to as "DOCUMENTS"), which are incorporated as part of this "Agreement, Release & Waiver". OWNER understands the importance of complying with instructions contained in the DOCUMENTS and further understands by signing this "Agreement, Release & Waiver", OWNER agrees to the terms and conditions set forth in the DOCUMENTS. OWNER acknowledges receipt of unsigned DOCUMENTS and understands additional or signed copies will not be provided to OWNER unless specifically requested. Printable DOCUMENTS are available on the SCVVC website at www.scvvc.org.

OWNER is aware there are risks involved with surgery, anesthesia, vaccinations, medications, and other treatments and procedures, just as there are for humans who undergo surgery and other medical procedures. As such, there is always a risk of injury or death, although the risk is low. Some factors, including, but not limited to, pregnancy, in-heat, cryptorchid conditions, parasites, viruses and disease, increase surgical risk. There may also be consequences from refusing any recommended treatment or not following pre or post surgical care instructions or other recommendations provided by SCVVC concerning PET.

OWNER hereby releases SCVVC, its veterinarians, assistants, volunteers, directors, officers, employees, agents, and representatives, from any and all liability and/or claims arising out of or connected in any way with, the performance of any medical care rendered to PET, including, but not limited to, housing/hospitalization, treatment, surgical or other procedures, diagnostic testing, vaccinations and/or medications administered to PET.

OWNER further agrees to indemnify SCVVC and its partners, agents, associates, and other parties described in the above paragraph, and hold them harmless therefrom for any injury, loss or damage relating to PET or OWNER as a result of in connection with any care provided by SCVVC to PET, during the course of transportation and/or other handling of PET, including unforeseeable events such as fire, vandalism, burglary, theft, and/or any natural disaster or other act of nature.

OWNER agrees to waive all rights of claims for compensation from any of the aforementioned parties or to file any action against those parties as a result of any consequences related to the handling and/or medical care of PET.

LIEN and ABANDONMENT LAWS:

Pursuant to California Civil Code Sections 3051 and 3052, a veterinarian may keep an animal after treatment if the bill is not paid. Pursuant to California Civil Code Sections 1834.5 and 1834.6, an animal is deemed abandoned if not picked up by its owner within 14 days after it was due to be picked up. As such, OWNER is responsible for all transportation, housing and care costs associated with such a lien and/or abandonment. (For more information and details, please read the LIEN & ABANDONMENT NOTICE posted at the mobile clinic site).

THIS RELEASE, and all the terms and provisions hereof, shall be binding upon OWNER and SCVVC, their respective heirs, legal representatives, successors, and assigns.

SHOULD any portion, word, clause, phrase, sentence, or paragraph of this RELEASE be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

OWNER acknowledges that he/she has read and fully understands and agrees to the terms contained in this RELEASE & WAIVER and further understands that this document is a legal and binding contract. OWNER attests that he/she is not under duress and is signing this document of his/her own free will.

Date

Name of Owner (please print)

Signature of Owner