



PET OWNER'S ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY

In consideration for services provided to the undersigned pet owner ("Owner", which term shall include all family members, heirs and representatives of the undersigned) by Camp K-9 of Marin, LLC ("Camp K-9 of Marin", which term shall include all of its members, managers, employees, agents and contractors), Owner agrees to this Pet Owner's Assumption of Risk, Waiver, Release and Indemnity (the "Agreement") as follows:

Owner represents that its pet(s) is healthy, flea-free, not in heat and not aggressive. Owner further represents that Owner's pet(s) has not been exposed to rabies or distemper within thirty (30) days prior to entering Camp K-9 of Marin's premises (the "Facility"), is spayed or neutered and is current on all required vaccinations. The Camp K-9 of Marin Boarding Policy printed on the back of this form (the "Boarding Policy") lists the Facility's required vaccinations and no pet may enter the Facility without proof of current vaccinations. Owner agrees to all of the terms and conditions of the Boarding Policy and to pay all charges listed therein, including those arising from any of these representations being untrue.

If Owner's pet(s) requires professional attention for any reason while in the Facility, Camp K-9 of Marin, in its sole discretion, may engage a veterinarian or provide other professional care at Owner's expense. Owner authorizes and consents to Camp K-9 of Marin acting on Owner's behalf in obtaining such veterinary or other professional care, including the administration of any medications or vaccinations, and to pay all costs thereof. Owner must supply an active credit card number prior to any scheduled appointments and authorizes charges in agreement with Camp K-9 of Marin's pricing and cancellation policies.

Owner understands that the Facility is not a veterinary hospital and that its employees are not professionally trained in animal care or in the prevention, detection or treatment of animal injury or illness. Owner further understands that animal behavior and interaction in the Facility is unpredictable, that biting and scratching among pets is very common, and that Owner's pet(s) may be exposed to animals that are difficult to control or ill. Camp K-9 of Marin does not represent or guarantee that Owner's pet(s) will not become ill, injured or damaged while at the Facility. Therefore, **(i) Owner assumes the risk that owner's pet(s) may be exposed to communicable diseases, fleas or ticks, may run away, be stolen or lost, and may be injured (perhaps resulting in death) by other animals or property at the facility or through self-infliction;** and **(ii) owner waives all rights owner may have against Camp K-9 of Marin, and releases Camp K-9 of Marin from, any liability, suit, demand, claim, cause of action, loss, damage, injury, cost or expense, including investigation costs and attorneys', consultants' and experts witness fees (collectively, a "claim") of whatever nature arising out of or related to any illness, injury or damage of any kind whatsoever suffered by owner pet(s) while at the facility, excluding only claims caused solely by the gross negligence or willful misconduct of Camp K-9 of Marin. Owner specifically waives all rights and benefits provided under California civil code §1834 and §1852, which provide for a standard of care for the pet(s) that is more favorable to owner. Owner agrees to limit the total of its recovery for any loss, injury or damage for which Camp K-9 may be found liable to no more than \$500.00.**

Owner agrees that (i) Owner is solely responsible and liable for all expenses and costs of all illness, disease, injury or damage caused by Owner's pet(s) to any pet, person or property; (ii) Owner's pet(s) may not leave the Facility until all fees, charges and other amounts due are paid; and (iii) Camp K-9 of Marin shall be entitled to a lien on Owner's pet(s), pursuant to California Civil Code §1856, for all unpaid charges owed to Camp K-9 of Marin. In addition, **Owner agrees to indemnify, defend, protect and hold harmless Camp K-9 of Marin from and against any claim that arises from or is related to any illness, disease, injury, damage, caused by owner or owner's pet(s) to any pet, person or property, which indemnification shall apply and extend to all claims arising from the acts or omissions of Camp K-9 of Marin, including Camp K-9 of Marin's active negligence, but not claims caused solely by Camp K-9 of Marin's gross negligence or willful misconduct.**

Owner agrees that any breach, controversy or dispute arising out of or relating to this Agreement shall be settled by a single arbitrator selected by, and conducted pursuant to the rules of, an arbitration company chosen by Camp K-9 of Marin, and final judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall award to the prevailing party its arbitration costs, attorney's fees and costs of defending or prosecuting its case. This Agreement shall apply to all of Owner's pets left at the Facility at any time, even if no new Agreement is signed for each pet or each visit. This Agreement represents the entire contract and understanding between the parties and all of its terms shall survive until fully performed.

Owner: _____
Signature of Owner or Authorized Agent

Date: _____

Print Name: _____

Owner's Pet(s): _____

