



## Client Agreement and Release Form

Name of Dog(s) \_\_\_\_\_

I request that my dog(s) be accepted into TailWaggers Doggy Daycare® daycare, boarding or other programs offered by this TailWaggers Doggy Daycare® location (herein after referred to as the "TW Location"). In accepting my dog(s) into the programs, I acknowledge that the TW LOCATION will be relying on my understanding and agreement with the provisions of this Agreement and Release Form. I understand and agree that (read and initial each line to the left of each numbered item below):

\_\_\_\_\_ 1. Dogs are animals and by nature can be unpredictable. They react differently to different situations and other animals and therefore present a certain level of risk. I acknowledge and understand that there are certain risks involved in having my dog(s) participate in daycare or boarding and in owning, training, caring for, handling and being in the presence of dogs, including but not limited to injuries to people, property and animals.

\_\_\_\_\_ 2. I understand that I am solely responsible for any harm or damage caused by my dog(s) while participating in programs at the TW LOCATION. I further agree to indemnify the TW LOCATION, its owner, staff and volunteers for any loss, liability, damage, or costs they may incur due to any harm caused by my dog(s).

\_\_\_\_\_ 3. I agree and understand that any problems that develop with my dog(s) will be treated as deemed best by the TW LOCATION, in their sole discretion, and that I assume full responsibility for any and all expenses involved.

\_\_\_\_\_ 4. I agree and understand to indemnify the TW LOCATION, its staff, and volunteers for any loss, liability, damage, or cost they may incur due to my dog(s) participation and attendance in daycare and boarding. I hereby release TW LOCATION, its staff, and volunteers from any action, claim, or lawsuit, including attorney's fees arising out of injury or illness to my dog (s) or connected with any veterinary or medication charges incurred in the care of my dog (s).

\_\_\_\_\_ 5. By using the services of the TW LOCATION and by signing this contract, I freely assume all such risks, known and unknown, and the consequences thereof. For myself, my heirs and any successors or assigns, I hereby release TailWaggers Doggy Daycare, LLC; TailWaggers Franchise Trio, LLC; and, if applicable, this independently owned and franchised TailWaggers Doggy Daycare location, and their respective owners, agents, officers, subcontractors, and employees (collectively "TailWaggers Doggy Daycare") and other animal parents, customers and potential customers of TailWaggers Doggy Daycare from any and all responsibility and liability for injuries or loss to myself, my dog, or any other property of mine which are caused by or arises in any way out of services and/or products provided by or as a consequence of my association with TailWaggers Doggy Daycare.

\_\_\_\_\_ 6. I agree and understand that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Wisconsin, and if any portion thereof is held invalid, it is agreed and understood that the balance shall continue in full legal force and effect. Should a court determine that any provision waiving liability is deemed unenforceable, TW LOCATION liability shall be limited to the funds paid to it by me for taking care of my dog(s).

\_\_\_\_\_ 7. I agree and understand that in admitting my dog(s), the TW LOCATION has relied on my representation that my dog(s) is/are in good health, has/have not been ill with any communicable disease in the last 30 days, and has/have not harmed or shown aggression or threatening behavior toward any person or any other dog.

\_\_\_\_\_ 8. As the safety and health of all dogs is the main concern, I understand that the TW LOCATION reserves the right to refuse admittance to any dog that does not meet the temperament and health requirements.

\_\_\_\_\_ 9. I understand that, despite the TW LOCATION's best efforts to ensure the safety of every dog and human, there are certain risks involved with having my dog(s) participate in a daycare and boarding setting. These risks include but are not limited to ingesting objects or substances, scratches, cuts, tooth marks, bruising, pulled muscles, torn ligaments, bloat, broken toe nails, sore or injured paw pads, bee or insect stings, or contracting illnesses/infections (Kennel cough, worms, fleas, etc.) I will be responsible for my dog's veterinary bills and any other costs incurred due to injury, illness, incident, or

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*All Rights Reserved.* TailWaggers Doggy Daycare® reserves the right to make changes to the Client Agreement and Release Form without advanced notice. This Client Agreement and Release Form applies to, and is valid and enforceable at, TailWaggers Doggy Daycare, LLC, and all of its franchise locations, including those which are independently owned and operated.

act of God. I agree that the TW LOCATION will in no event be responsible for any injury to my dog. I hereby release TW LOCATION from any action, claim, or lawsuit, including attorney's fees arising out of injury or illness to my dog (s) or connected with any veterinary or medication charges incurred in the care of my dog (s).

\_\_\_\_\_ 10. I understand that, despite the TW LOCATION's best efforts to ensure the safety of every dog and human, there are certain risks involved with having my dog(s) participate in a daycare and boarding setting. These risks include but are not limited to ingesting objects or substances, such as pea stone, dog poop, branches from trees, leaves, any other foreign objects that dogs may eat or come into contact with; injuries that may be caused by equipment, such as fencing, bridges, toys, hoses, safety equipment, water bowls, gates, doors, fencing, crates, grates; injuries sustained while playing outside, such as slipping on concrete pads at entrances or rubbing against concrete block or fencing. I agree that the TW LOCATION will in no event be responsible for any actions of my dog that result in injury to my dog. I will be responsible for my dog's veterinary bills and any other costs incurred. I hereby release TW LOCATION from any action, claim, or lawsuit, including attorney's fees arising out of injury or illness to my dog (s) or connected with any veterinary or medication charges incurred in the care of my dog (s).

\_\_\_\_\_ 11. Dogs not familiar with TW LOCATION may experience separation anxiety when apart from their human companions.

\_\_\_\_\_ 12. Dogs not regularly exposed to the level of activity at TW LOCATION may feel the discomfort of sore muscles, sore joints and fatigue, and dogs not regularly exposed to outside activity or play on hard surfaces and pea stone may experience sore paws, redness, blisters, bruises or abrasions on the feet and paw pads.

\_\_\_\_\_ 13. Dogs not regularly socialized do not necessarily know how to behave and communicate politely with other dogs. These dogs are at higher risk of incidents including, but not limited to, bites, scuffles, disagreements, fear aggression, object guarding, and behavior problems.

\_\_\_\_\_ 14. Dogs at play in daycare get dirty. Dogs with longer hair can get matted from the level of activity at daycare. Baths and brush outs are available and can be scheduled at my request and at my expense.

\_\_\_\_\_ 15. There are extra risks to my puppy of contracting disease or illness by entering daycare or boarding without being fully vaccinated.

\_\_\_\_\_ 16. Water is available at all times; however, my dog may still be thirsty after daycare. I will be aware of their water intake as excessive amounts may cause an upset stomach or other problems.

\_\_\_\_\_ 17. I have read, understand, and agree to comply with the TW LOCATION's "Rules and Regulations."

\_\_\_\_\_ 18. I understand that the TW LOCATION's staff give all dogs involved in any type of incident a cursory examination. However, the TW LOCATION's staff are not trained veterinarians and will not be liable for the location, treatment or diagnosis of any injuries incurred on the TW LOCATION's premises. If my dog(s) is/are involved in an incident at the TW LOCATION, I will check my dog(s) further or seek treatment for my dog(s) by a licensed veterinarian at my discretion and cost.

\_\_\_\_\_ 19. Photographs, videotape or digital recordings are taken of the facility, dogs, customers and staff on a regular basis for, among other things, use in advertising by TailWaggers Doggy Daycare. I acknowledge that all such images (electronic, negatives), together with prints and the copyrights therein, are the property of TailWaggers Doggy Daycare alone. I give TailWaggers Doggy Daycare and persons authorized by TailWaggers Doggy Daycare my consent, permission and authorization, without compensation to me, to use, reproduce and alter the images, in print or electronic format (including on the internet), either alone or in combination with other images, text and graphics. I waive my right to approve the finished photograph, advertising copy, print material or electronic files that may be used in conjunction with the images. I represent that I am at least 18 years of age and acknowledge that the rights granted in this paragraph are irrevocable, worldwide and perpetual, and are binding on my heirs, successors and assigns.

\_\_\_\_\_ 20. I grant the TW LOCATION and/or its agent's full power of decision concerning the care and well being of my dog(s). Should any medical emergency arise, it is agreed that the TW LOCATION or its selected agents can and will make any needed decision concerning medical treatment and choice of care given up to \$\_\_\_\_\_. I will be responsible for all veterinary/medical services costs and authorize TW LOCATION to use my credit card on file, which I have provided

for such services. I hereby release TW LOCATION from any action, claim, or lawsuit, including attorney's fees arising out of injury or illness to my dog (s) or connected with any veterinary or medication charges incurred in the care of my dog (s).

**I certify that I have read and understand the policies and accept all terms, conditions, and statements of this agreement.**

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
TW Staff Initials