



Liability & Release Form

- 1. Barking Barnyard, its owners, employees, officers, directors and agents will exercise reasonable care for the safety of your pet, and to keep the boarding premises sanitary and properly enclosed. Animals will be fed properly and regularly, and housed in clean, safe quarters. Barking Barnyard cannot guarantee against accidents, absent negligence on our part, and we cannot be liable for loss or damage by or to animals at this facility.**
- 2. Owner understands and agrees that the Owner is solely responsible for any harm caused by Owner's dog(s) to another dog or to a person while at Barking Barnyard. I agree to indemnify and subrogate Barking Barnyard from any action which may be brought against it, and for any defense, settlement, or judgment against it. Owner will assume all liability for the action of Owner's dog(s).**
- 3. Owner understands the concept of dog daycare/group play and overnight boarding is to allow dogs to be socialized by interacting with people and dogs. Dogs in daycare/group play, toss toys, jump and romp with other dogs. Although these activities are supervised, anytime dogs play together, there is a possibility of injury from rough play or combative behavior. Owner agrees that any injury to their dog incurred during their use of the facilities shall not bring any liability of any type on the part of Barking Barnyard.**
- 4. Group play is not for dogs that have temperament problems such as aggression or extreme shyness with either dogs or people. If your dog is found to exhibit any of these behaviors they will be removed from the Barking Barnyard has a NO TOLERANCE POLICY.**
- 5. Barking Barnyard is authorized by the Owner to seek veterinary advice or care, including emergency care, at the Owner's expense. If we believe your pet is in need of veterinary care, if time permits we will try to contact you before obtaining that care, but this document serves as our authorization to obtain veterinary care for your pet regardless. The owner is responsible for expenses of veterinary care and transportation, whether or not you have been reached in advance. The Owner agrees that Barking Barnyard, in its discretion, may give medication or other attention when deemed necessary for the safety and health of the animal.**
- 6. Standard precautions will be used against the injury, escape, or death of Owner's dog. The staff and management will not be held responsible for injuries that occur, provided standard care and precautions have been followed as determined at the sole discretion of Barking Barnyard. In no event shall Barking Barnyard be liable for illnesses that arise during your dog's/dogs' stay or after the dog has left the facility. WE ARE NOT RESPONSIBLE FOR CANINE COUGH.**
- 7. Barking Barnyard reserves the right to refuse to accept a dog at Check-In if it appears to us, in our sole discretion, that such dog is sick or that its behavior could jeopardize the health or safety of other pets or the staff.**
- 8. Owner agrees to pay the rate for boarding and/or daycare in effect on the date the dog is checked out of the facility. Owner further agrees that the dog shall not leave the facility until all charges are paid by the Owner. Checkout time is 11:00am. Any dog picked up before 11:00am will not be charged for the day of pick-up. Any dog picked up after 11:00am will be charged for the day of pick-up Dogs that are not picked up within one hour of close of business will be placed in our boarding**

facility and Owner will be charged the standard overnight boarding rate plus an additional twenty-five (25) dollar fee .

9. Barking Barnyard realizes older dogs may experience additional stress in the boarding, daycare environment. Barking Barnyard is committed to providing exceptional care for your dog, including geriatric animals. Your signature acknowledges that you are aware of any age related risks to your dog. Barking Barnyard does not offer a "Do Not Resuscitate" option for any dog staying at Barking Barnyard regardless of age.

10. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and Barking Barnyard. Owner recognizes that Owner may give up legal rights by signing "Liability & Release Form and knowingly do so as partial consideration for allowing Barking Barnyard to care for my dog.

11. If my dog dies while in the custody of Barking Barnyard, Barking Barnyard will use reasonable efforts to notify me as soon as possible. Barking Barnyard will take my dog's body to my veterinarian if it is reasonably convenient for Barking Barnyard to do so; otherwise, Barking Barnyard may take my dog's body to the nearest animal hospital. Owner agrees to pay any veterinarian expenses immediately upon demand.

12. Owner covenants not to initiate legal proceedings of any sort against Barking Barnyard as a result of injury, illness, death, or damage to Owner's dog arising out of the dog's stay at Barking Barnyard and further agree that, should Owner bring a legal action against Barking Barnyard, the proper result of such legal action should be a summary dismissal in favor of Barking Barnyard and Owner further agrees to pay Barking Barnyard costs, including but not limited to, reasonable attorney's fees.

13. Owner understands and agrees that in the event that any portion of this agreement shall be found void or unenforceable for any reason all other portions of the agreement will remain in full force and effect.

I fully intend to pickup my dog on the specified date. If circumstances change I will notify Barking Barnyard of the new pick up time and assume responsibility for any additional charges incurred. Owner hereby waives and releases Barking Barnyard and its owners and employees from any and all liability for injury or damage resulting from the actions of my dog, any other dog, or any humans in the playgrounds. I expressly assume the risk of any injury to my dog including any and all medical expenses resulting from or relating to said injury, subject to the stipulations set forth in the Authorization above.

I hereby agree to the foregoing as the owner of the aforementioned dog(s). I further certify that my dog(s) is (are) in good health and have not been ill with any communicable condition nor exposed to any communicable disease within the last 30 days. Moreover, I certify to the accuracy of all information given about my dog(s) and that my dog(s) have not harmed or shown aggression or threatening behavior toward any person or animal.

I HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS AUTHORIZATION.

Owner (Owner/Agent for Dog) Signature _____ Date _____