

ALL VALLEY ANIMAL RESORT POLICIES. RELEASE. WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

This is a contract between All Valley Animal Resort (hereinafter called "Kennel") and the pet owner whose signature appears below (hereinafter called "Owner") for services of his or her pet. Words "you" and "your" refer to the Owner and "we" and "our" refer to All Valley Animal Resort.

Vaccinations and Pet Health. Owners must provide updated vaccination records from a **licensed veterinarian** prior to any boarding services. All pets must be in general good health and free of ticks, fleas and parasites. Owner specifically represents that pets have not been exposed to rabies or distemper within 30 days prior to boarding. Dogs 4 months and over should be **fully** immunized for rabies, DHPP (distemper, hepatitis, parainfluenza, parvovirus), Bordetella and K9 Flu (2-dose primary series required) a recommended 7 days prior to services. Cats 4 months and over should be **fully** immunized for rabies, FVRCP (feline rhinotracheitis, calici virus and panleukopenia/distemper) a recommended 7 days prior to services. **Kennel reserves the right to refuse admittance to any pet that shows signs of illness or that does not meet Kennel vaccine requirements. INTL: _____**

Puppies, Kittens and Recently Vaccinated Pets. Owner understands that a pet that has **NOT** completed the veterinarian recommended vaccination series and/or has **NOT** vaccinated a pet prior to the recommended 7 days before boarding has a **higher risk of contracting communicable disease and accepts all risks associated with boarding a pet.**

Ownership. Owner represents that they are the lawful and valid owner of the pet, free and clear of all liens and encumbrances. Owner expressly agrees that Kennel liability in no event exceeds current chattel value of a pet of the same species.

Assumption of Risk. Owner acknowledges that even though precautions are taken, the Owner's pet will be in an environment with other pets at Kennel. Owner understands that there are inherent and potential risks involved with interactions between humans and pets as well as between pets and other pets. **These risks increase when an owner chooses to board pets together or to allow pets to play together in community areas.** Which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death of human or dog. There may be other risks not known to you or Kennel, not readily foreseeable at this time (Collectively. "Risks"). Owner fully accepts and assumes all risks and responsibilities for all risks, including, without limitation, all losses, costs and damages incurred as a result of your pet(s) boarding arrangements, including any veterinarian expenses incurred on behalf of or caused by your pet. "Sickness" includes any illness not limited to bloat, Bordetella (Kennel Cough), Feline Upper Respiratory Infection or any other form of contagious disease.

Duty to Disclosure. Owner must disclose on a continuing basis any and all medical or other health conditions, including but not limited to: personality concerns or behavioral incidents that in our sole discretion may affect, limit, or prevent Kennel to care for your pet.

Veterinarian Liability and Care. If your pet becomes ill or if the state of the animal's health otherwise requires attention, Kennel at its sole discretion, is authorized to engage the services of All Valley Animal Care Center and its veterinary staff up to and including \$500.00 or _____, whichever is greater. If a veterinarian determines emergency treatment, which exceeds the authorized amount, is needed to save the animal's life or quality of life, and we cannot reach you or the Emergency Contact, we may authorize the veterinarian to perform the emergency treatment. Owner agrees to be responsible for all veterinary costs provided to your animal.

INTL: _____

DNR: _____ or CPR: _____ by initialing here you are indicating whether or not you would like All Valley Animal Care Center to administer life saving measures should your pet become ill or the state of the animal's health otherwise requires treatment while boarding.

Aggressive Pets. Although All Valley Animal Resort cares for all pets, Kennel reserves the right to immediately change your pet's type of boarding if we believe it is necessary to protect the health and well-being of your pet, other pets and/or our staff. Owner agrees to pay any additional costs associated with this change. Kennel also reserves the right to refuse service or ask a pet to not return if he or she exhibits aggressive behavior. Such determinations will be made at the sole discretion of Kennel. The Owner further agrees to be responsible for any and all acts of behavior of pet while in the care of Kennel and will be held liable for any harm, injury or property damage caused by pet.

Abandoned Pets. A pet that is unclaimed for ten (10) days beyond his or her scheduled discharge (check-out) date is considered abandoned and will become the property of All Valley Animal Resort. At Kennel's sole discretion may rehome your pet or relinquish your pet to a shelter or rescue of Kennel's choice. You fully understand and agree that if you abandon your pet, you may be unable to retrieve possession of your pet and will have no recourse against Kennel. Every effort will be made to contact Owner if abandonment becomes an issue. If, for any reason, the pet is not going to be picked up on the scheduled dismissal date, Owner shall contact Kennel to make arrangements to extend the pet's stay and will pay the additional charges based upon the aforesaid nightly rate.

INTL: _____

Fees. Owner agrees to pay for all services and products by credit card, cash or check. All payment is due at the time of pick up. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges. Owners agrees that in the event charges are not paid when due in accordance with this agreement, Kennel may exercise its lawful right upon ten (10) days written notice by delivering such notice via first-class mail to Owner's address.

Hold Harmless. Owner agrees to release, indemnify and hold harmless Kennel from any and all manner of damages, claims, loss liabilities, cost or expenses, including reasonable attorney's fees and related costs, arising out of or related to Kennel's services, except which may arise from gross negligence or intentional and willful misconduct of Kennel, including, without limitation, (i) any inaccuracy in any statement made by yourself or information provided by you to Kennel (ii) you're your pet, including, but not limited to destruction of property, dog bites, injury, and transmission of disease, and (iii) any action by yourself which is in breach of the terms and conditions of this agreement.

State of Idaho. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Each party consents to the exclusive personal jurisdiction of the state and federal courts of the State of Idaho. Owner and All Valley Animal Resort must negotiate and mediate in good faith prior to either party filing a cause of action.

Force Majeure. Neither Owner nor Kennel shall be responsible for failure or delay in performing its duties on this Agreement if such failure or delay is due to tornadoes, thunderstorms, fire, floods, droughts, riot or war, or other acts of nature.

Entire Agreement. This agreement, and any addendums attached, constitutes the entire agreement between the parties. All terms and conditions of this agreement shall be binding on their heirs, agents and assigns of Owner and Kennel. Furthermore, I agree that if any portion of this agreement is held to be invalid or unenforceable. **The remainder of this agreement will remain in full force and effect for one year from the date it is signed. Unless the company makes any edits to this Boarding Agreement/Resort Policies, Release, Waiver of Liability and Assumption of Risk, then owner will be required to resign the updated version.**

INTL: _____

Owner Signature _____ Date: _____

Owner Signature _____ Date: _____