



## **PET CARE AUTHORIZATION & RELEASE**

1. Pawsh Pet Resort & Spa, 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. Pawsh Pet 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 Pawsh Pet. I agree to indemnify and subrogate Pawsh Pet 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 Pawsh Pet.
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 playgroup and Owner will receive a note with an explanation as to why Owners dog was removed. Pawsh Pet has a NO TOLERANCE POLICY. The daily fee will not be refunded for this day of daycare.
5. Pawsh Pet 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 Pawsh Pet, 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 Pawsh Pet. It is expressly agreed by Owner and Pawsh Pet that Pawsh Pet liability shall in no event exceed the lesser of the current chattel value of a dog of the same species or the sum of \$200.00 (two hundred dollars) per animal. In no event shall Pawsh Pet 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. Pawsh Pet 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 into the facility. If any charges are not paid within ten (10) days after invoiced, interest will accrue at 10% per year. Any collection expenses, including attorney fees, shall be paid by the Owner. Owner further agrees that the dog shall not leave the facility until all charges are paid by the Owner. Checkout time is 12:00PM. Any dog picked up before 12:00 PM will not be charged for the day of pick-up. Any dog picked up after 12:00 PM will be charged for the day of pick-up. All dogs departing Sunday will be charged for that day. Daycare dogs must be picked up by the close of business. Owner's that are late picking up daycare dogs will be charged \$1 per minute late fee. Dogs that are not picked within fifty (50) minutes of business close will be placed in our boarding facility and owner will be charged \$50.00 (fifty dollars).

9. This contract is subject to the provisions of FL ST § 705.19 (Abandonment of Animals), which reads:

(1) Any animal placed in the custody of a licensed veterinarian for treatment or other care which is unclaimed by its owner or his agent for a period of more than 10 days after written notice, by certified mail, return receipt requested, and is given to the addressee only at his last known address shall be deemed to be abandoned and may be turned over to the nearest humane society or animal shelter or disposed of as such custodian may deem proper.

(2) The giving notice to the owner, or the agent of the owner, of such animal by the licensed veterinarian, as provided in subsection (1) of this section, shall relieve the licensed veterinarian and any custodian to whom such animal may be given of any further liability for disposal. Such procedure by the licensed veterinarian shall not constitute grounds for disciplining procedure under this article.

(3) For the purpose of this article, the term "abandoned" means to forsake entirely, or to neglect or refuse to provide or perform the legal obligations for care of an animal by its owners, or his agent. Such abandonment shall constitute the relinquishment of all rights and claims by the owner to such animal.

10. Pawsh Pet realizes older dogs may experience additional stress in the boarding, daycare, or grooming environment. Pawsh Pet 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.

Pawsh Pet does not offer a "Do Not Resuscitate" option for any dog staying at Pawsh Pet regardless of age.

11. 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 Pawsh Pet. Owner recognizes that Owner may give up legal rights by signing "Pet Care Authorization & Release" and knowingly do so as partial consideration for allowing Pawsh Pet to care for my dog.

12. If my dog dies while in the custody of Pawsh Pet, Pawsh Pet will use reasonable efforts to notify me as soon as possible. Pawsh Pet will take my dog's body to my veterinarian if it is reasonably convenient for Pawsh Pet to do so; otherwise, Pawsh Pet may take my dog's body to a Clermont or local veterinarian. Owner agrees to pay any veterinarian expenses immediately upon demand.

13. Owner may request to have dog transported to and from Pawsh Pet as deemed necessary. The transport service is required to carry all appropriate insurance and Owner agrees to hold Pawsh Pet harmless in the event of injury, accident or death while being transported.

14. Owner covenants not to initiate legal proceedings of any sort against Pawsh Pet as a result of injury, illness, death, or damage to Owner's dog arising out of the dog's stay at Pawsh Pet and further agree that, should Owner bring a legal action against Pawsh Pet, the proper result of such legal action should be a summary dismissal in favor of Pawsh Pet and Owner further agrees to pay Pawsh Pet costs, including but not limited to, reasonable attorney's fees. Owner agrees that venue for any action or proceeding filed under this Agreement shall be in Oakland (Orange County), Florida.

15. Owner agrees that Owners dog may be placed in a kennel or dog suite with Owners dog(s) collar and tags removed. Pawsh Pet highly recommends that Owner micro chip their dog(s).

16. Owner agrees that by signing the "Pet Care Authorization & Release" one time, it shall remain in full force and effect each and every time Owner brings Owner's dog to Pawsh Pet.

17. 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.

18. Cancellation Policy: Should it occur that you must cancel your booking, please do so as soon as possible. Cancellations and No-Shows that take place within 24 hours of drop off date will be charged a non-refundable daily rate. Cancelled and No-Show holiday bookings that take place within one week of drop off date will be charged a fee.

19. Indemnification: Client expressly acknowledges and agrees to indemnify, defend and otherwise hold Pawsh Pet harmless from any claims, suits, actions, or damages of which Pawsh Pet may become subject to arising out of the acts of the Dog, including reasonable attorney fees and costs at all levels. This provision shall survive the termination of this Agreement. I fully intend to pickup my dog on the specified date. If circumstances change I will notify Pawsh Pet of the new pick up time and assume responsibility for any additional charges incurred. Owner hereby waives and releases Pawsh Pet 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.

20. Pawsh Pet is located in a state prone to hurricanes, we have a hurricane protocol that is in effect during the months of June through November. We will accept pets until a hurricane warning has been issued. Once that occurs, and if a Category 3,4, or 5 hurricane is predicted to make landfall in the Orlando, Winter Garden, Clermont, or Oakland area, Pawsh Pet Resort & Spa WILL evacuate all employees and pets at least one day prior to estimated landfall. This means all pets must be picked up by their owners or emergency contacts at least one day prior to estimated landfall. **ANY PETS NOT PICKED UP BY THEIR OWNERS OR EMERGENCY CONTACTS WILL BE CHARGED \$250.00 PLUS BOARDING RATES AT PAWSH PET!** For category 1 or 2 hurricanes, we will make the decision based on recommendations of local authorities and contact all owners and emergency contacts. If no one is able to do so, we will do everything in our power to accommodate them for as long as it is safe to have staff remain in the building. There is a possibility that your pet may be left unattended for a period of time if conditions warrant and our staff is unable to re-enter the building, **Pawsh Pet Resort & Spa will not be held responsible or liable for any injury to any pet or loss of life while boarding during a hurricane!**

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) Print Name \_\_\_\_\_ Date \_\_\_\_\_

Owner (Owner/Agent for Dog) Signature \_\_\_\_\_ Date \_\_\_\_\_