

# PLAYGROUND PUPS OF NEW YORK LLC

## Release Waiver

Waiver of Liability, Release and Indemnity Agreement

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1. To ensure the safety and health of all dogs and staff at Playground Pups of New York, LLC, we require all clients to comply with the following health regulations:

My pet is up to date on its vaccinations, including Distemper/Parvo (DHLPP), Rabies and Bordetella (Kennel Cough). Copies of my pet's vaccine records, which verifies that the vaccinations are current, have been provided to you, including a rabies certificate completed with my veterinarian's signature. I will receive reminders when vaccinations are due, however it is my responsibility to provide on-going verification of current vaccinations.

My pet receives flea preventative and heartworm prevention on a monthly basis and will continue to receive prevention on a monthly basis so long as my pet is in the care of Playground Pups of New York, LLC. I understand that results of a current fecal exam are necessary to verify that my dog does not have intestinal parasites that may spread to other dogs and that you may request such results.

My dog is in good health, does not have and has not had within the last thirty (30) days any communicable diseases and has not shown aggressive or threatening behavior toward any person or any other dog.

2. I agree and acknowledge that in admitting my dog into daycare, Playground Pups of New York, LLC., has relied upon my representations concerning the health and behavior of my dog.

3. I hereby authorize Playground Pups of New York, LLC., its members, agents and employees to take whatever steps they deem necessary for the safety, health and well-being of my dog while under the care of Playground Pups of New York, LLC., including but not limited to, engaging emergency veterinary services should my dog require same as determined by Playground Pups of New York, LLC. As owner, I hereby accept full responsibility for the payment of such services and related expenses and release Playground Pups of New York, LLC. from any liability

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for payment for such services and expenses.

4. I hereby assume all liabilities and responsibilities, financial and otherwise, for the behavior and health of my dog. I waive any and all claims, actions or demands of any nature, foreseen or unforeseen, that I may have against Playground Pups of New York, LLC. relating to the care, control, health and/or safety of my dog arising during pick-up, transport, drop-off, both off-premises and on-premises at facility.

5. I acknowledge that dogs not familiar with daycare may experience anxiety when apart from their human companions; dogs not regularly exposed to the level of activity at Playground Pups may feel the discomfort of sore muscles, sore joints and fatigue; dogs not regularly exposed to play on hard surfaces may experience sore paws, blisters, bruises or abrasions on the feet (raw paw). I accept and acknowledge that, although all dogs are supervised at all times, my dog still might acquire an occasional nip or scratch.

6. I acknowledge and understand that dogs may, with or without warning, bite or cause injury or illness to humans, other dogs, or themselves. I voluntarily assume the risks associated with my dog and/or myself in participating in daycare, grooming, training and boarding at Playground Pups of New York, LLC., including but not limited to dog fights, dog bites to humans and/or other dogs and the transmission of illness, disease and/or parasites, and death.

7. I hereby release Playground Pups of New York, LLC., its agents, officers, subcontractors, employees, animal owners, customers and potential customers from any and all liabilities, financial and otherwise, for injuries to myself, my dog, or any other property of mine, which arise in any way from services and/or products provided by or as a consequence of my association with Playground Pups of New York, LLC.

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8. I hereby indemnify Playground Pups of New York, LLC., its members, agents, subcontractors, employees, animal owners, customers and potential customers from any and all liabilities, financial and otherwise, for injuries to myself, my dog, any other property of mine, or to any person or animal which arise in any way or as a consequence of my association with Playground Pups of New York, LLC. or my pet's association with Playground Pups of New York, LLC.

9. I agree that my dog(s) may be videotaped, photographed and recorded and Playground Pups shall be the exclusive owner of the results of such tapings, photography and recordings to use in any and all media and in the promotion, advertising, sale and publicizing of Playground Pups of New York, LLC. including brochure materials, websites and DVDs.

10. Daycare is available Monday through Friday from 7:00 am to 7:00 pm, and on Saturdays and Sundays from 8:30 am to 7:00 pm. I understand that if I do not pick up my dog by 7:00 pm, they will be boarded for the night.

11. All fees are payable at the end of each day. Discounted packages must be paid in advance and are non-refundable.

12. I understand that all dogs must enter and exit the facility on leash, in a carrier bag or pet stroller.

13. I will bring all food to Playground Pups stored in an airtight plastic container or plastic baggie, which will be labeled with the dog's and owner's names.

14. I understand that I am required to pay all monies due and owing prior to or at the time services are rendered. These sums shall be paid without set-off, counterclaim or abatement. In the event I do not pay for services when due, you may charge a fee equal to 5% per annum on any amounts due and owing, in addition to a late fee of \$100/month for each month that the debt remains

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unpaid. I acknowledge that you may commence an action in a court of competent jurisdiction in the event I fail to timely pay monies when due. I understand that, in the event you are successful in that action, in whole or in part, I will pay all reasonable attorneys' fees incurred by you in connection with your attempt to collect the money due, the lawsuit and your attempts to collect the judgment rendered. I HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR CONNECTED WITH OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT.

15. Other than with respect to non-payment of monies due and owing as set forth herein, all controversies or claims arising out of or relating directly or indirectly to this Agreement, or the breach thereof, or the relationship between Playground Pups of New York, LLC. and me, shall be resolved by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time a demand for arbitration under the rules is made. The tribunal shall consist of one neutral arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in New York, New York.

16. This agreement shall be binding on my heirs, executors and assigns. I have the authority, as owner of the pet named above, to enter into this agreement. I understand that by signing this agreement, I am giving up substantial rights. I understand that I am signing this Agreement freely and voluntarily, and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York. 4

17. I certify that I have read the entire Agreement and understand and agree and intend on my own behalf and on behalf of my agents, representatives, relatives, successors and assigns to be bound by all the terms and condition contained in this agreement and release Playground Pups of New York, LLC. of all liability, no matter the cause.

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**I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY, INDEMNITY AGREEMENT, RELEASE AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS.**

**Owner's Name (Print):** \_\_\_\_\_

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Credit Card #:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Authorization Code (CVV):** \_\_\_\_\_

**Billing Zip Code:** \_\_\_\_\_

**Initials:** \_\_\_\_\_