

Last Update: January 31, 2023

## Pet Sitting Disclaimer and Waiver

- 1. I (the "Owner") hereby represent that I am the legal owner of the dog(s) ("Dog") to be enrolled at PAWS Dog Daycare ("PAWS").
- 2. I hereby release PAWS, its employees, owners, representatives and agents from any and all liability which I, the Dog, any third party or their pet may suffer, including specifically, but not without limitation, any injury or damage whatsoever arising from my actions or failure to act, the Dog's actions or generally the Dog's attendance and participation during the dog's scheduled service(s).
- 3. I hereby agree to indemnify and hold harmless PAWS, its employees, owners, and agents from any and all claims, or claims by myself or any third party accompanying me to a function of PAWS, or while participating in the Dog's scheduled service(s) thereof, as a result of any action or failure to act by me or the Dog.
- 4. I hereby represent that the Dog is of good health and has not been ill with any known contagious diseases within the last thirty days.
- 5. I recognize that the health of the Dog is my personal responsibility. I hereby represent that all required vaccinations for the Dog are up to date and will continue to remain so for as long as the Dog attends PAWS. I will also promptly provide proof of all booster vaccinations to PAWS.
- 6. I further understand and agree that in scheduling service(s) for the Dog, PAWS has relied on my representation that the Dog is in good health and has not harmed or shown aggression or threatening behavior towards any person or any other dog.
- 7. I understand the inherent risks and hazards associated with the nature of on leash, off leash dog walks, dog daycare, pet sitting, grooming and other dog related service(s). These risks also include, but are not limited to risks associated with picking up/dropping off, transportation in a vehicle, the Dog around other dogs, people, wildlife, and outdoor environments. PAWS will take reasonable action to minimize these risks but I understand these are not risk free service(s).
- 8. I understand the Dog will be playing and interacting with other dogs. Minor cuts or scratches are inevitable. There is no warranty or representation by PAWS that a more serious incident (scuffles, fighting, even death.) will not occur. I accept the risk of any such more serious incident happening.
- 9. I further understand and agree that PAWS will not be liable for any problems that might develop with the Dog, including, but not limited to, sickness, disease, injury, running away and death, provided that reasonable care and precautions are followed.
- 10. I understand I am solely responsible for any harm caused by the Dog to another dog while they are participating in any scheduled service(s). If for any reason, PAWS is unable to further care for the Dog, I must have an emergency contact be available to pick up and care for the Dog.

- 11. I further understand and agree that any problem that develops with the Dog will be treated as deemed best by the caregivers of PAWS at their sole discretion and that I assume full financial responsibility for any and all expenses involved.
- 12. In the event of any illness or injury to the Dog while in the care of PAWS, I authorize PAWS to take my dog to the nearest veterinarian and agree to pay for all veterinary care required in the opinion of the veterinarian.
- 13. I agree to immediately notify PAWS of any problems with the Dog that could affect his/her behavior, health, suitability for any scheduled service(s).
- 14. I agree to indemnify and hold harmless PAWS against loss or threatened loss or expense by reason of the liability or potential liability of the Dog for or arising out of any claims for damages. This includes, but is not limited to, medical attention to people, emergency or veterinary care (including acts of nature, encounters with wild animals, etc.), any damages caused by acts of aggression (biting, attacks, etc.), or any injury caused by the Dog toward property, animals and people while in the care of PAWS. Additionally, any costs associated with the above actions will be wholly reimbursed to PAWS upon request.
- 15. I agree to ensure the ingress and egress of the property of where the Dog is scheduled to be picked up and dropped off are free of obstruction and hazards. I also agree to ensure the property is safe, sanitary and free of hazards.
- 16. I agree that the Dog may be videotaped, photographed, and/or recorded. PAWS shall be the exclusive owner to the results and all proceeds of such taping, photography, and recording.
- 17. PAWS reserves the right to permanently remove the Dog, for any reason, from any and all scheduled service(s) for any reason.
- 18. I understand PAWS may use contractors from time to time to execute any scheduled service(s) and the terms of this agreement apply.
- 19. Each time I request service, I am re-affirming the terms of this agreement, and the truthfulness and accuracy of all the statements I have made in this agreement. I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY 1543851 Alberta Ltd O/A PAWS DOG DAYCARE, 1313 16 Ave SW, Calgary, Alberta, IT'S OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW.
- 20. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.
- 21. I certify that I am eighteen years of age or older and have the legal capacity to enter into a binding contract. I am the only owner of the Dog, or if I am not, then I have advised PAWS of who the other owner(s) is(are). Further I certify that I have read and understand the rules and regulations as set forth in this agreement.

With my virtual acceptance below, I certify that I have read, understand and accept all terms and conditions set out by PAWS Dog Daycare.