



## Desert Paws Staycation Policies and Release of Liability

THIS AGREEMENT is entered into by and between Desert Paws Staycation, LLC, and dog owner (Owner) \_\_\_\_\_

Dog(s) name / breed(s) \_\_\_\_\_

1. **I (Owner)** represent that I am the legal owner of the above named dog(s) and I assume all risks, dangers, and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm while Owner's dog(s) is/are attending Daycare / Boarding.
2. **PHOTO AND VIDEO RELEASE:** We love to post pictures and videos on Facebook, and our website. Owner agrees to allow Desert Paws Staycation to use Owner's pet's name and any images or likeness of Owner's pet taken while he/she is at Desert Paws Staycation, in any form, for use at any time, in any media, marketing, advertising, without compensation, and Owner releases to Desert Paws Staycation all rights that Owner may possess or claim to such image, likeness, recording, etc.
3. **DOG'S HEALTH:** Owner further understands and agrees that Owner's dog(s) is/are healthy and will at all times while attending Desert Paws Staycation have current vaccinations for rabies, distemper and Bordetella. Owner is not enrolling any dog that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's dog can still contract Kennel Cough. Owner agrees that Owner will not hold Desert Paws Staycation responsible if Owner's dog(s) contracts Kennel Cough or other dog-dog transmitted ailments.
4. **FLEA/TICK FREE:** All dogs must be flea/tick free. Should a dog be observed to have fleas or ticks, Owner may need to provide a way for dog to leave hotel.
5. **GROUP PLAY:** All dogs must pass a general behavior assessment in order to attend dog-dog group play. No dog may be admitted to group play who shows any signs of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to dog-dog group play, Owner is representing to Desert Paws Staycation that Owner's dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dogs. Any dog demonstrating aggression or other behavior deemed unacceptable by Desert Paws Staycation may be required to leave hotel.
6. **RELEASE OF LIABILITY:** Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. Dog play is monitored by Desert Paws Staycation staff to best avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. Owner further understands and agrees that neither hotel nor any of its employees, staff, or volunteers will be liable for any illness, injury, death, and/or escape of Owner's dog(s) provided that reasonable care and precautions are followed, and Owner hereby releases Desert Paws Staycation staff or volunteers of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending Desert Paws Staycation.
7. **PERSONAL PROPERTY:** Owner understands that Owner is solely responsible for any harm, including to any other pet(s), to the employees or invitees of Desert Paws Staycation, or to the equipment, facilities, or other property of Desert Paws Staycation, caused by Owners dog(s). Owner also agrees that Desert Paws Staycation shall not be responsible or liable for any lost or damaged personal property belonging either to Owner or Owner's pet.
8. **FOOD/MEDS:** When boarding overnight, Owner agrees that it is the Owner's responsibility to leave an adequate supply of food and medications for Owner's dog(s) to cover the entire time Owner's dog is cared for by Desert Paws Staycation. Should the food/medication supply need replacement, Owner authorizes Desert Paws Staycation to purchase replacement and Owner will reimburse Desert Paws Staycation for the actual food and medication costs.

9. **VETERINARIAN LIABILITY AND CARE:** Owner agrees to obtain medical treatment for Owner's dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that dog(s) may need medical treatment including anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to Desert Paws Staycation to use Owner's vet or nearest 24-hour vet hospital for required treatment. Yes \_\_\_\_\_ or No \_\_\_\_\_ If Yes, maximum dollar amount is \$\_\_\_\_\_.
10. **WEAKENED IMMUNE SYSTEM:** Owner understands special-needs dogs, young puppies, and senior dogs naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for boarding, the Owner is waiving any claim for injury or illness experienced by Owner's dog while in our care.
11. **ELDERLY DOGS:** Owners of elderly dogs (approaching the end of life) need to know if in the event Owner's dog passes on while in our care, our policy is to transport Owner's dog to Owner's vet (50 miles) where he/she will be held until Owner can be reached by the Vet for further instructions. If Owner's vet is closed or outside of our transport distance, then we will transport to nearest 24-hour facility.
12. **GROOMING:** If Owner's dog(s) nails are too long and causing breaking of skin or deep scratches to staff, volunteers, and/or other dogs, nails will be trimmed, In addition if Owner's dog(s) happens to soil their fur we will bathe them but will not be liable for irritation or skin care problems.
13. **PAYMENTS:** Payments are due and payable at the end of each visit. Payment may be made in Venmo, Zelle or Cash/ American currency. We do not except credit cards at this time or keep credit card information on file.
14. **CANCELLATION / NO-SHOW POLICY:** Cancellations must be done 72-hours prior to reservation date. Please be courteous.
15. **CHECK-OUT TIME:** Owner agrees that if Owner's dog(s) is/are not picked up by pre-arranged check-out time, (Arizona time), then Owner hereby authorizes overnight boarding appropriate for dog(s) and to pay Desert Paws Staycation for applicable overnight boarding charge plus any charge for required food.
16. **RIGHT OF REFUSAL:** Desert Paws Staycation reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other boarding hotel standards. The determination shall be made at the sole discretion of Desert Paws Staycation Owner.
17. **FULL FORCE AND EFFECT:** Owner further understands and expressly agrees that each and every of the foregoing provisions contained in paragraphs 1-17 shall be in force and effect and shall apply to each and every occasion on which Owner's dog(s) stays with Desert Paws Staycation, hotel boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded in writing and signed by the parties.

Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability and the regulations set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions.

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Owner's name

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Date