

Misty Pines Dog Park Company, 2523 Wexford Bayne Road, Sewickley, PA 15143

AGREEMENT AND TERMS AND CONDITIONS FOR ALL SERVICES

GENERAL

This Agreement and Terms and Conditions (collectively, this “Agreement”) constitutes a binding legal agreement between you and Misty Pines Dog Park Company (“Misty Pines”). This Agreement applies (i) to all services provided and events sponsored by Misty Pines, including boarding, daycare, grooming, training and use of the play yard and swimming areas and (ii) each and every time you visit Misty Pines or attend an event sponsored by Misty Pines after the date hereof whether or not you are asked to sign this Agreement at another future time. You have the right to terminate this Agreement with respect to any future visit or participation in Misty Pines’ events by providing written notice of such termination to Misty Pines prior to such future visit participation. Misty Pines reserves the right to refuse service or participation to any person at any time.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

VACCINATION POLICY/FLEAS AND TICKS

To prevent the spread of disease while your pet is at Misty Pines, pets must be current on rabies, bordetella and distemper vaccinations. It is your responsibility to provide proof of vaccination history for each animal that comes on our premises. You further understand that even if a pet is vaccinated against kennel cough (bordetella) or other illnesses, it is possible that a pet may contract kennel cough or another illness during its stay at Misty Pines. You specifically agree that Misty Pines shall in no way be responsible for death or injury should your pet contract kennel cough or another illness while at Misty Pines. If your pet is found to have fleas and/or ticks, it will be bathed and/or treated by Misty Pines at your expense.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

MEDICAL TREATMENT POLICY

If your pet requires medical attention, Misty Pines will attempt to contact you for instructions regarding care. If Misty Pines is unable to contact you within a reasonable period of time, or if Misty Pines otherwise determines in good faith that the condition of the pet requires immediate medical attention, Misty Pines is hereby authorized to administer such medical attention as it deems appropriate, or seek medical attention for your pet from a veterinarian designated by you or, if no such designation has been made, by any veterinarian selected by Misty Pines in its discretion. All costs and expenses incurred by Misty Pines or such veterinarian are your sole responsibility and will be paid promptly by you.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

YOUR PET’S VISIT TO MISTY PINES

If your pet is left in our care for boarding, grooming, day care or training, Misty Pines will provide your pet with a clean, safe and properly enclosed kennel environment, and will regularly feed your pet daily or otherwise in accordance with your reasonable instructions. Your pet will not be removed from the Misty Pines premises except with your prior consent or in the case of emergency. Standard precautions will be used against the injury, escape or death of pets. Misty Pines will not be held responsible for injuries that occur, provided that standard care and precautions have been followed as determined at the sole discretion of Misty Pines. You expressly agree that Misty Pines’ liability in the event that standard care and precautions are not provided by Misty Pines shall in no event exceed the lesser of (i) the current chattel value of a pet of the same species or (ii) \$2,500.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

OVER →

THERE ARE INHERENT RISKS ASSOCIATED WITH GROUP ACTIVITY

You agree and understand that there are inherent risks when dealing with animals and humans in group situations. Such risks include problems associated with rough play, such as bite wounds and scratches, the aggravation of existing medical conditions, and in rare instances death. Female pets that are in season also run the risk of unintended pregnancy. You understand and agree that under no circumstances shall Misty Pines be responsible for illness, injury or death (including aggravation of existing injuries or conditions) to pets participating in group activities (including training classes, day care and play time). You consent to your pet’s participation in group activities, acknowledge the foregoing risks and limitations on liability and, if your pet is female, certify to Misty Pines that such pet is not in season and is not expected to come into season during pet’s stay at Misty Pines.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

PAYMENT FOR SERVICES

All fees and expenses are payable when your pet is picked up unless other arrangements have been made with Misty Pines. Applicable fees for any services are those in effect on the date a pet is checked into Misty Pines or comes to Misty Pines for a service, and not those in effect when the appointment or reservation is made (if earlier). Rates are subject to change without prior notice. If any fees or expenses payable by you are not paid within ten (10) days after they are due, or if your pet is not claimed within ten days of its scheduled pick up date, Misty Pines reserves the right to exercise any and all remedies available to it at law or in equity, including, without limitation, the right to sell your pet in accordance with applicable law. You agree to promptly notify Misty Pines of any change in the scheduled pick up date of your pet, and agree to be responsible for and pay any additional charges incurred as a result of a change in a scheduled pick up date.

Please initial to acknowledge your understanding of the foregoing: _____ (initials)

RELEASE FROM LIABILITY/INDEMNIFICATION

As additional consideration for Misty Pines accepting your pet for any and all services, you hereby release Misty Pines from any and all liability (except as expressly set forth above under the heading “Your Pet’s Visit to Misty Pines”), cost and expense resulting from or related to (i) loss or damage to your pet, including loss or damage resulting from or caused by disease, running away, theft, fire, participation in group activities or swimming activities, or other animals or people or (ii) loss or damage to persons or property caused or alleged to be caused by your pet. In addition, you agree to indemnify and hold harmless Misty Pines and its employees, agents and representatives from any and all claims resulting from any action by your pet.

You understand and agree that the release and indemnification set forth above constitutes a condition precedent to Misty Pines’ willingness to accept your pet for any and all services.

Initial

The undersigned specifically represents that he or she is the owner of the pet(s) that are brought to Misty Pines for services or that the undersigned has been authorized by the owner of the pet(s) to enter into this Agreement as the duly authorized agent of the owner. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Misty Pines and the undersigned have agreed to these terms and conditions as of the date set forth below.

MISTY PINES DOG PARK COMPANY

OWNER/AGENT

DATE

By: _____
Name:

Name: (Sign)

Name: (Print)