

# THE BROWN SPOT LLC

## WAIVER AND RELEASE OF LIABILITY

This WAIVER & RELEASE OF LIABILITY is entered into by and between THE BROWN SPOT LLC and the Owner:

1. **LEGAL OWNER:** Owner understands and agrees by enrolling the described dog(s) that he/she is the legal Owner of the named dog(s) and assumes all risks, dangers and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm to Owner's dog(s) while Owner's dog(s) is attending Daycare/Boarding/Training at THE BROWN SPOT LLC.

2. **REQUIRED VACCINATIONS & MAINTAINING HEALTH:** Owner understands and agrees to keep dog(s) up-to-date on all required vaccinations and to provide updated records to THE BROWN SPOT LLC. Owner also agrees to keep dog(s) free of fleas and ticks as well as keeping the nails trimmed. Owner further understands and agrees that Owner's dog(s) is healthy and will at all times while attending Daycare/Boarding/Training be current on vaccinations. Owner is not enrolling any dog in Daycare/Boarding/Training 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. I agree that I will not hold THE BROWN SPOT LLC responsible if Owner's dog(s) contracts Kennel Cough.

### a. The required vaccines are Rabies, Distemper, Parvo, Bordetella (Kennel Cough).

3. **SPAYED / NEUTERED:** THE BROWN SPOT LLC strongly prefers that all dogs be spayed/neutered after the age of 6 months. Owner understands and agrees that Owner's dog(s) may be declined from group play or attending Daycare/Boarding/Training without this being done. No pregnant or in-heat dogs will be permitted into any services as well.

4. **TEMPERMENT:** Owner understands and agrees that Owner's dog(s) must pass a general behavior assessment in order to attend Daycare/Boarding/Training. No dog will be permitted to attend Daycare/Boarding/Training if any signs of aggression is shown. Owner further understands and agrees that in admitting Owner's dog(s) to Daycare / Boarding / Training, Owner is representing to THE BROWN SPOT LLC that Owners' dog(s) does not pose a threat, show aggression, or exhibits any threatening behavior towards any person or other dog. Any dog demonstrating aggression or other behavior deemed unacceptable by THE BROWN SPOT LLC may be asked to leave.

5. **CARE FOR THE SPECIAL-NEEDS / THE ILL:** Boarding extremely old, chronically ill or otherwise debilitated dogs requires extra care, which our caring and trained staff is happy to provide. However, special-needs, ill and senior dogs naturally have a higher risk of injury, stress-related illness, or exacerbation of any pre-existing condition. As such, by attending Daycare/Boarding/Training you are waiving any claim for injury or illness experienced by your dog while in our care and that is not directly caused by the negligence or lack of care on the part of our staff.

6. **ELDERLY (Approaching End of Life):** Owners of elderly dogs (approaching end of life) understand if in the event the Owner's dog(s) passes on while in our care, we will make every attempt to contact the Owner immediately. We will keep the Owner's dog(s) in a safe, private place until the Owner's arrival. As such, by attending Daycare/Boarding/Training your senior dog you are waiving any claim for injury or illness experienced by your dog while in our care and that is not directly caused by the negligence or lack of care on the part of our staff.

7. **GROUP PLAY INJURIES:** Owner understands and agrees that during normal dog play, Owner's dog(s) may sustain injuries. ALL dog play is monitored by THE BROWN SPOT LLC staff associates to avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. Owner agrees not to hold THE BROWN SPOT LLC responsible for these types of injuries.

8. **LIABILITY FOR HARM AND PERSONAL PROPERTY LOSS:** Owner understands that Owner is solely responsible for any harm, including to any other dog, employees, volunteers or facility equipment caused by Owner's dog(s). Owner

also agrees that THE BROWN SPOT LLC shall not be responsible or liable for any lost or damaged personal property belonging to Owner or Owner's dog(s).

9. **VETERINARIAN LIABILITY & CARE:** Owner understands and agrees to allow THE BROWN SPOT LLC to obtain medical treatment (including anesthesia) for Owner's dog(s) if dog appears ill, injured, or exhibits any other behavior that would reasonably suggest that the dog(s) may need medical treatment. Every attempt will be made to contact Owner before medical treatment is scheduled. Owner gives permission to THE BROWN SPOT LLC to use Owner's vet or nearest 24-hour hospital for required treatment. Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto.

10. **TRANSPORTATION:** Owner understands that during Daycare/Boarding/Training there may be times when the Owner's dog(s) will need to be transported to and from various locations. Emergency needs with Owner's dog or others may also require emergency transport. Owner agrees not to hold THE BROWN SPOT LLC liable for injuries that may arise with regard to automobile accidents.

11. **REFUSAL of ADMITTANCE/DISMISSAL:** Owner understands and agrees that THE BROWN SPOT LLC reserves the right to refuse admittance or dismiss any dog that does not meet the health, temperament or other Daycare/Boarding/Training standards. The determination shall be made at the sole discretion of THE BROWN SPOT LLC.

12. **USE OF CONTROL DEVICES/TOOLS:** Owner understands and agrees that THE BROWN SPOT LLC reserves the right to use a bark control device, training / choke collar, prong collar, or e-collar to manage and secure the safety of all during any of our services.

13. **FOOD and/or MEDICATION:** Owner understands and agrees that it is the Owner's responsibility to leave an adequate supply of food and medications for Owner's dog(s) during the entire stay Owner's dog is cared for by Daycare/Boarding/Training. Should the food/medication supply need replacement, Owner authorizes Daycare/Boarding/Training to purchase replacement and Owner will reimburse Daycare/Boarding/Training for cost plus a \$25.00 replacement fee (per occurrence) plus the actual food and medication costs. Should a dog be observed to have fleas or ticks while attending Daycare/Boarding/Training, a treatment will be applied and charged to the Owner at a minimum rate of \$50.00

14. **ESCAPE from the FACILITY:** Owner understands that THE BROWN SPOT LLC will make every effort to allow Owner's dog(s) to play freely within the confined fenced-in areas. If Owner's dog(s) escapes our facility every attempt will be made to contact the Owner, and to locate Owner's dog(s) and return them to the facility. Owner understands and agrees that if Owner's dog(s) escapes our control in any way and leaves the facility, Owner will not hold THE BROWN SPOT LLC liable.

15. **NO PICK-UP / ABANDONMENT:** Owner understands and agrees that if Owner's dog(s) is/are not picked up by agreed upon time, then Owner hereby expressly authorizes THE BROWN SPOT LLC to take whatever action THE BROWN SPOT LLC deems necessary for the continued care of Owner's dog(s) and Owner understands and agrees to pay to Daycare / Boarding / Training all costs of continuing such care upon demand by Daycare/Boarding/Training. Further, Owner understands that if Owner does not pick up Owner's dog(s) as scheduled and has not contacted THE BROWN SPOT LLC about the delay, THE BROWN SPOT LLC shall be authorized to proceed to contact authorities with regard to abandonment of animals.

**IN SUMMARY:** 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 understands and agrees to be bound by its terms and conditions.

**CUSTOMER:** \_\_\_\_\_

Date: \_\_\_\_\_

**Options for getting completed forms to The Brown Spot:**

- 1) Once this form is completed, save it to your computer and attach it to an email, addressed to:  
info@thebrownspotllc.com
- 2) Print out a blank form and complete it manually. Drop off all the forms to our West Harrison, IN location
- 3) Complete the form and take a picture of each page and text it to Renae @ The Brown Spot-Mobile: (513) 509-4813