

La-De-Da Pet Spa LLC
Owner Consent, Waiver, & Release
Regarding the Provision of PET SERVICES

Owner Last Name: _____ First Name _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell: _____ Work: _____

Email Address: _____

How did you hear about us? **Internet** **Veterinarian** **Friend/Family** **Drive By** **Other** _____

Pet 1

Pet 2

Pet 3

Pet's Name(s) _____

Pet's Breed _____

Pet's Date of Birth _____

Pet's Weight _____

Pet's Sex Male / Female Male / Female Male / Female

Neutered/Spayed Y / N Y / N Y / N

Date Acquired Pet _____

How was Acquired _____

Authorized Individuals for pick-up/drop-off: _____

Pet's Veterinarian: _____ Vet Phone Number _____

EMERGENCY CONTACT: _____ Phone Number: _____

Please complete the following information about each pet's condition:

Pet 1 Pet 2 Pet 3

- Has shown any signs of "dog-aggression" or
- Has shown any signs of "people-aggression" or
- Is a senior pet or has age-related problems,
- Has health problems, or
- Has a specific condition of which Pet Spa should be informed before performing any services.

If you checked any item please provide details:

I, _____ (the "Owner"), hereby acknowledge and agree to the following:

1. OWNER REPRESENTATIONS:

1.1 Pet Conditions: Unless a box is checked, Owner is not aware of any conditions that could be aggravated by or which could cause behavioral, health, or safety issues during the provision of Pet Services by Pet Spa.

1.2. Ownership: Owner is the legal owner or duly authorized agent of the legal owner of the Pet and has the authority to enter into this Agreement with La-De-Da Pet Spa LLC (the "Pet Spa"), to (i) grant the consents, waivers, and releases as contained herein; and (ii) to make any and all declarations, promises, representations and warranties as contained herein.

1.3: Vaccinations: Each Pet is in compliance with current vaccination requirements as may be prescribed by law and/or Pet Spa Policy.

2. CONDITIONS FOR SERVICE.

2.1 **Pet Spa may, in its sole and absolute discretion, refuse to provide services or discontinue any services to Pet and/or Owner at any time including but not limited to any one or all of boarding, Pet day care and/or grooming services (the "Pet Services").**

2.2 Pet Spa requires each Pet to have its entire series of vaccinations current and specifically reserves the right to refuse to provide services if Owner does not provide documentation reflecting the current vaccination status of each Pet upon request by Pet Spa.

3. **CONSENT FOR SERVICE.** Owner acknowledges, agrees, and declares that the Pet Services to be provided by Pet Spa have been adequately described, and further that Owner authorizes and grants consent to Pet Spa to perform the selected Pet Services. Owner agrees to pay, in full, for any and all services rendered and charges assessed prior to the provision of services by Pet Spa or at the time of pick-up and removal of Pet.

4. VETERINARY SERVICES.

4.1 In the event Pet becomes ill, injured, or requires veterinary care ("Emergency Care"), as determined by Pet Spa in its sole and absolute discretion, Owner hereby authorizes Pet Spa to obtain Emergency Care without obtaining prior approval from Owner. However, in the event Emergency Care is required as determined by Pet Spa in its sole and absolute discretion, Pet Spa will attempt to contact Owner as soon as is reasonably possible. If Pet Spa is unable to contact Owner, and has determined in its sole and absolute discretion that Pet requires veterinary care, then Pet Spa shall obtain for Pet veterinary care to

the extent as is deemed necessary or desirable in treatment of Pet in an amount not to exceed \$1500 unless Owner has authorized expenditures beyond \$1500. Owner shall reimburse Pet Spa for any and all fees and expenses disbursed on Pet and Owner's behalf, or at Pet Spa's direction, forward such payment directly to Veterinarian. Owner agrees to allow Pet medical records and/or history to be released to Pet Spa. Owner agrees that it shall owe Pet Spa \$50.00 in addition to the fees & expenses set forth above for any required transportation for veterinary services.

4.2. Off- Hour Emergency Service: In the event Pet requires Emergency Service at times when the Owner's Veterinarian is not available, or under extreme circumstances, the Pet Spa is hereby authorized to procure the necessary veterinarian services and treatment for Pet from the **Orchard Park Veterinary Medical Center**, subject to the same conditions of reimbursement and notice as are set forth in subsection 4.1 herein.

5. **PHOTOGRAPHIC SERVICES.** Owner acknowledges and agrees that Pet Spa retains all right, title and ownership in, and to, any photographs, pictures, videos, images, digital images, or any other forms of media presently or future known (the "Media") taken of Pet. Pet Spa may, in its sole and absolute discretion, display, reproduce, publish, alter, vary, or make any use of the Media as it deems necessary or desirable. Owner further hereby waives and disclaims any right, title, interest, and ownership claims in and to, the Media, and further acknowledges and agrees that Owner is not entitled, in any way, to any compensation for any present or future use of the Media by Pet Spa.

6. **HOLD HARMLESS, WAIVER & RELEASE.** Owner acknowledges and agrees that in relation to the performance of any service by Pet Spa, including, without limitation, boarding, daycare, grooming services, veterinary services or the care of each Pet, certain risks and hazards exist, and further that various circumstances and conditions may exist or arise which may result in loss, injury, or death to Owner's Pet. **To the extent permissible under law, Owner hereby waives any and all claims and fully releases, indemnifies and holds harmless Pet Spa, its agents, assistants, employees, members, managers, principals, staff, successors and assigns from any and all claims, suits, actions, losses, costs, damages and expenses incurred or suffered by Owner (including but not limited to any loss, injury to or death of Pet), or by any person injured or**

property damaged by Pet, in relation to the direct or indirect, performance of any service and/or veterinary care of Pet. Owner further agrees that he/she bears full responsibility and shall be liable for payment to Pet Spa in the event their Pet causes harm and/or injury to another pet and/or such other pet requires any veterinary service.

7. **FEES.** Pet Spa may, in its sole and absolute discretion, require a deposit or prepayment in any amount it deems necessary or desirable for any service provided by Pet Spa. All fees and prices are subject to change without notice. Pet Spa may at any time terminate Pet Spa memberships which are also non-refundable or transferable. Owner agrees and acknowledges that Pet Spa may declare one or all of the Pets a “difficult or destructive dog” or a “senior” dog, requiring either or both of additional care and attention. In the event Pet Spa so declares a Pet, Owner shall be responsible for paying a fee of \$10.00 per day/per service per Pet. Further, in the event Pet is responsible for damage or destruction to Pet Spa property, Owner shall be responsible to pay Pet Spa for any such damage, repair or required replacement.

8. REMOVAL/PICK-UP.

8.1 Owner shall pick up Pet following service at the agreed-upon time. In the event Owner does not remove Pet at the agreed-upon time, the Owner shall pay the fees associated with the Pet’s boarding at the Pet Spa pursuant to the then current boarding rates charged by the Pet Spa, and further in the event that Owner does not pick-up Pet within seven days after notice is sent by Pet Spa, which may be made personally or by registered mail to the Owner’s address as set forth above, then Owner is deemed to relinquish all claim and title to Pet, and Pet Spa may take whatever steps it deems necessary or appropriate, in its sole and absolute discretion, regarding the disposition of Pet. Owner shall however remain responsible for paying all fees, expenses, and charges for services provided hereunder.

8.2. Regardless of whether Owner has disclosed that the Pet has exhibited either dog-aggressive or people-aggressive tendencies, Pet Spa reserves the right to declare one or all of the Pets a “difficult or destructive dog” and immediately terminate any Pet Service at any time due to behavioral issues. In the event Pet Spa declares one or all of the Pets a “difficult or destructive dog” while such Pet is being

boarded at Pet Spa, the Owner shall make arrangements for the pick-up and removal of the Pet which must occur within 5 hours of notice. Notice may be by text or voice message left on Owner’s mobile number, or by contact with Owner’s Emergency Contact. In the event the Pet is not removed by either the Owner or the Owner’s Emergency Contact within the 5-hour period, Pet Spa may take whatever steps it deems necessary or appropriate, in its sole and absolute discretion, regarding the disposition of Pet. This may include, but is not limited to, surrender of the Pet to the SPCA of Erie County or the Orchard Park Office of Animal Control. Owner shall however remain responsible for paying all fees, expenses, and charges for services provided hereunder.

9. **RESORT, DAYCARE, AND GROOMING:** Because we have high standards, so should you. The Pet Spa cares about your pet’s safety and well being; we want to assure you that every effort will be made to make your pet’s visit with us as pleasant as possible. All pets should be in good health before coming for any service at the Pet Spa. Owner acknowledges and agrees to the following:

**Daycare* dogs are allowed to play inside and out and are supervised. Owner acknowledges that while Pets are supervised, a Pet may become dirty, scratched, sick or bit. Any signs of aggression in any Pet may lead to termination of Daycare privileges for such Pet or Owner.

**Resort (boarded)* dogs are separate from daycare (unless previous arrangements have been made). Such Pets will be in their suites and in a play area separate from daycare Pets. Pets are physically checked on a minimum of every 4 hours. Pet Spa has webcams set up to be able to see all Pets, they are not available to the public. Any medications to be administered while the Pet is staying should be clearly marked with dog’s name, dosage, and medication name; a fee may be assessed in addition to the regular rate for dispensing medication. Depending on the needs of Pet, if there is a need for additional handling and safety precautions, there may be additional charges.

**Grooming* of your Pet is essential for proper health; we pride ourselves on pampering every pet we groom. Because the Pet Spa cares about Pet’s safety and well being, we want to assure you that every

effort will be made to make Pet's visit with us as pleasant as possible. Owner acknowledges that while grooming there is always the possibility of injury or unveiling hidden pre-existing conditions in Pet. If there are any such conditions identified during the course of services provided hereunder, our groomers will note it in your Pet's report card. At that time, it is Owner's responsibility to follow up with their veterinarian. If your Pet is severely tangled or matted, it is at greater risk of injury, stress, and trauma, due to the time this takes there may be additional charges. All precautions will be taken to make the risk to your animal as low as possible, including but not limited to the cessation of services provided by Pet Spa hereunder. However, problems occasionally arise, during and after grooming such as nicks, clipper irritation and mental/physical stress. The Owner specifically acknowledges and agrees that matted/senior pets have a greater chance of injury during grooming and will not hold the Pet Spa liable for any injury of the Pet under any circumstance. While senior pets are welcome at any time for grooming, Owner

understands that while Pet may seem in good health at time of appointment, grooming can expose a hidden medical problem or aggravate a current one.

***Miscellaneous.** Owner must inform Pet Spa if their pet has had any aggressive/dangerous behavior in the past or present or a change in health. If the Pet has had aggressive behavior toward any staff member (examples biting, scratching, etc.) or anything that requires any staff member to go for medical treatment caused by the Pet, the Owner is responsible for any bills or damages that are incurred. While staying for any services at the Pet Spa, the Pet Spa may have to report any kind of incident to the proper legal authorities. No shows & cancellations for boarding, made less than 7 days prior to any reservation, may cause the \$50 deposit to be forfeited. No shows & cancellations for grooming made less than 24 hours to the scheduled appointment be subject to a fee of \$40 and require a deposit for the next grooming appointment. These fees will be assessed to the Owners account and shall be payable to Pet Spa.

Signature: _____

Owner Name (Print): _____

Date: _____