



CUSTOMER INFORMATION FORM AND RELEASE OF LIABILITY

Owner(s) Name _____ Date: _____

Address _____

Telephone: (Home) _____ (Cell) _____ (Work) _____

Email Address _____ How did you hear about us? _____

Dog #1:

Name _____ Age _____ Sex _____ Spay/Neuter _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #2:

Name _____ Age _____ Sex _____ Spay/Neuter _____ Weight _____

Breed _____ Color _____ Birth Date _____

Dog #3:

Name _____ Age _____ Sex _____ Spay/Neuter _____ Weight _____

Breed _____ Color _____ Birth Date _____

Emergency Contact Information:

Name(s) _____

Telephone Number(s) _____

Relationship to Owner _____

Persons Authorized to Pick Up and/or Drop Off my dog(s) _____

*** Proof of current vaccinations (DHLPP/DHPP, Rabies, and Bordetella) is required for all dogs (Attach to this packet)**

Veterinarian Hospital _____ Doctor's Name _____

Street Address _____ Phone _____

City, State Zip _____ Fax _____

CUSTOMER INFORMATION FORM AND RELEASE OF LIABILITY

This Customer Information Form and Release of Liability (this "Agreement") is made and entered into as of the date below between Diggin' Inn Pet Resort, Inc. ("Diggin' Inn Pet Resort") and the dog owner whose signature appears below ("Owner"). Diggin' Inn Pet Resort and Owner agree as follows:

1. Owner agrees to pay Diggin' Inn Pet Resort's rates for all dog care and boarding services provided by Diggin' Inn Pet Resort from the time the dog is checked into the facility until the dog is picked up. Payment for all services is due in upon check-out of the dog. Owner also agrees that the dog shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties. _____ Owner Initials

2. Owner may cancel a reservation for boarding services without charge if the cancellation is made 24 hours in advance. Otherwise, Owner shall pay for one (1) calendar day of boarding services. _____ Owner Initials

3. By signing this Agreement, Owner represents and warrants to Diggin' Inn Pet Resort that (a) the dog is current on all vaccinations, (b) the dog is free of all fleas, ticks, worms and other insects and parasites, (c) the dog has no current illness or injury, (d) the dog has not bitten or exhibited other aggressive behavior towards any person or animal except as has been disclosed to Diggin' Inn Pet Resort on the Behavior Information form, and (e) all information given about the dog is accurate and complete, including all of the information given on the Health Information Form and Feeding Schedule and Behavior Information forms pertaining to the dog. Diggin' Inn Pet Resort reserves the right to refuse to provide services for or to deny admittance to the dog for any reason at any time in Diggin' Inn's sole and absolute discretion. _____ Owner Initials

4. Diggin' Inn Pet Resort shall exercise reasonable care for the dog while the dog is in their facility. If interactive daycare is requested, Owner recognizes and accepts potential risks involved in such activity including but not limited to; scratches, bites, tendon injuries, broken bones, cuts, abrasions, lesions, communicable diseases, lameness and even death. Please recognize that although the daycare is attended by staff at all times, these are animals and they can be unpredictable. Please also be aware that they play using their claws and their teeth so it is inevitable that scratches and bite marks will occur at times. **Please also note that if your pet is a toy or small breed and is attending daycare, there will be larger animals, even in the small dog room, and they are at a higher risk of injury by the nature of their size and makeup.** By signing this agreement, Owner authorizes Diggin' Inn Pet Resort to utilize time out methods during the daycare time if necessary and even removal from daycare if required. You will not hold Diggin' Inn Pet Resort Liable to injury to your pet while in attendance in our daycare or boarding facility. _____ Owner Initials

5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OWNER (A) HEREBY RELEASES AND AGREES TO HOLD HARMLESS DIGGIN' INN PET RESORT INC. AND ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (TOGETHER REFERRED TO AS DIGGIN' INN PET RESORT IN THIS SECTION 5) FROM ANY AND ALL LIABILITY FOR ANY INJURY, ILLNESS OR DEATH SUFFERED BY HIS OR HER DOG WHILE IN DIGGIN' INN PET RESORT'S CARE; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST DIGGIN' INN PET RESORT WITH RESPECT TO SUCH RELEASED CLAIMS. IN NO EVENT WILL DIGGIN' INN PET RESORT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE. OWNER SHALL INDEMNIFY, DEFEND AND HOLD DIGGIN' INN PET RESORT HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, DAMAGES, FINES, COSTS, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM (A) ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT, OR (B) ANY ACTS OR BEHAVIOR OF THE DOG WHILE IN THE CARE OF DIGGIN' INN PET RESORT, INCLUDING INJURY TO STAFF OR OTHER ANIMALS OR DAMAGE TO FACILITIES. _____ Owner Initials

6. Owner specifically represents that he or she is the owner of the dog, free and clear of all liens and encumbrances and that he or she is authorized to agree to the terms of this Agreement. _____ Owner Initials

7. Owner specifically represents to Diggin' Inn Pet Resort that the dog has not been exposed to any contagious diseases including but not limited to, (Canine Influenza, Bordetella, Puppy Warts, Leptospirosis, Parvo, Rabies or Distemper), within a thirty-day period prior to check-in. During the period of this Agreement, Owner also agrees to notify Diggin' Inn Pet Resort of any known exposure of dog to a communicable disease and hold dog out of attending Diggin' Inn Pet Resort until dog is symptom-free for a minimum of 10 days or with written veterinary clearance. Owner further agrees to maintain currency of vaccinations as required by Diggin' Inn Pet Resort policy. Diggin' Inn is not responsible for exposure to these illnesses or the contraction of these illnesses. _____ Owner Initials

8. If the dog becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, or in the event of a death, Diggin' Inn Pet Resort, in its sole and absolute discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Owner. Except in the case of an emergency, Diggin' Inn Pet Resort will attempt to contact Owner or the designated emergency contact prior to administering such care. Diggin' Inn Pet Resort shall not be responsible for any damage or injury to the dog resulting from any failure to provide veterinary care or from the acts or omissions of a veterinarian or other person administering care. _____ Owner Initials

9. Diggin' Inn Pet Resort provides the viewing of online webcams in our daycare rooms only. They are for use by our customers only and for online viewing only. Diggin' Inn Pet Resort does not use these for recording purposes and not all areas of daycare are visible on camera. We make no guarantee that they will function at all times but try to maintain them to the best of our ability. _____ Owner Initials

10. Owner agrees to allow Diggin' Inn Pet Resort to use my dog's name and any images or likeness thereof, including photos or videos of my dog taken while they are attending services at Diggin' Inn Pet Resort, in any form or format, for use, at any time, to be posted on the Diggin' Inn Pet Resort website, or to be used in any media including marketing/advertising materials, illustrations, trade or promotional materials. _____ Owner Initials

11. This Agreement contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Diggin' Inn Pet Resort. This Agreement is governed by the laws of the State of Kansas, without regard to its conflicts of law principles. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect. _____ Owner Initials

12. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall not be authorized to assess special, punitive, indirect, or consequential damages against either party. BY SIGNING BELOW, OWNER AGREES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS. _____ Owner Initials

Owner:

Signature: _____

Printed Name: _____

Date: _____

Diggin' Inn Pet Resort Inc.

Signature: _____

Date: _____