

Owner Name: \_\_\_\_\_

Dog(s): \_\_\_\_\_

Owner and The Pooch Paddock agree as follows:

- 1) Owner understands that he/she is solely responsible and liable for any harm caused by his/her dog(s) to itself, other dogs, people or property, while his/her dog(s) is a guest at The Pooch Paddock.
- 2) Owner understands and agrees that in admitting his/her dog(s) to The Pooch Paddock, The Pooch Paddock has relied upon his/her representation that his/her dog(s) is in good health and has not harmed nor shown aggressive or threatening behavior toward any person or toward any other dog.
- 3) Owner is aware and understands that there are risks associated with his/her dog(s)'s participation at The Pooch Paddock, such as contracting communicable diseases and incurring dog bites. Owner voluntarily assumes all risk of loss, damage or injury that may be sustained by him/herself, his/her family and his/her dog(s) while in the care of The Pooch Paddock.
- 4) In the event that Owner's dog(s) is involved in an altercation or other interaction with other dogs, people or property, resulting in injury or damages, Owner agrees to communicate directly with the other human participants or owners of participant dogs or their agents, should they so request. To facilitate such communication, Owner authorizes The Pooch Paddock to release Owner's name and contact information to such other parties should they request such information. Owner hereby agrees to indemnify and holds harmless The Pooch Paddock, its agents, representatives and employees from any and all claims, suits, injuries, losses, damages and liability, of any nature, arising (1) from any injury, death, or loss of his/her dog resulting from The Pooch Paddock's actions or from the action of his/her dog or any other dog while in the custody of, or on the grounds or surrounding area of The Pooch Paddock or (2) out of Owner's dog(s)'s participation at The Pooch Paddock, including his/her dog's injury or harm to another dog, person or property, (3) from his/her dog(s) withdrawal or expulsion from The Pooch Paddock, and (4) from the release of his/her name and contact information under circumstances arising from an altercation or interaction resulting in injuries or damages. The Pooch Paddock retains the right to terminate in its sole discretion the participation rights of Owner's dog(s) to participate at The Pooch Paddock.
- 5) Owner, for him/herself, his/her dog(s), and his/her personal representatives, assigns, heirs, and next of kin hereby releases, waives and discharges The Pooch Paddock and its agents, representatives and employees, heirs, and assigns hereinafter called "Releasees" from all liability to Owner, his/her dog(s) his/her personal representatives, assigns, heirs and next of kin for all losses or damages, and an claim or demand therefore, arising from disease, theft, death, escape, harm or injury to any person, dogs or property including, but not limited to, physical harm to Owner or his/her dog(s), whether caused by the negligence of Releasees or otherwise, while his/her dog(s) is in the custody of, or on the grounds of or

- surrounding area of The Pooch Paddock, regardless of whether the nature or extent of such loss, injury or damage cannot be ascertained until some future time, and Owner covenants not to bring any action against The Pooch Paddock or any other Releasee arising out of any such loss or damage.
- 6) Owner certifies that he/she is the sole owner of the dog(s), free and clear of all liens and encumbrances.
  - 7) Owner understands and agrees that if his/her dog(s) becomes ill or the state of the dog's health otherwise requires professional attention, The Pooch Paddock, in its sole discretion, may engage the services of a veterinarian or give other requisite attention to Owner's dog, and the expenses shall be paid by Owner.
  - 8) Owner understands and agrees that this Agreement and the Permission to Treat Authorization, which such agreements are incorporated herein by this reference, contain the entire agreement between The Pooch Paddock and Owner, and that all terms and conditions of this Agreement shall be binding on the heirs, administrators, and personal representatives and assigns of The Pooch Paddock and Owner.
  - 9) Owner understands and agrees that any controversy or claim arising out of 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 in Alachua County in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The Arbitrator shall, as part of his/her award, determine and award to the prevailing party costs of such arbitration and reasonable attorney's fees.
  - 10) Owner declares that he/she has read and understands the contents hereof and voluntarily signs this Agreement. No oral or other representations, statements or inducements have been made to the Owner, apart from the application, the printed advertisements published by The Pooch Paddock and this legal document.
  - 11) Owner agrees to pay for all services provided to Owner or his/her dog(s) by The Pooch Paddock, plus interest at the maximum lawful rate from the date payment is due, plus any fees and costs reasonably incurred by The Pooch Paddock to collect amounts owing from Owner, including attorneys' fees.
  - 12) All information provided in this Agreement by Owner is true and correct. Owner understands that The Pooch Paddock is relying upon his/her statements as expressed herein in determining to provide services to Owner's dogs.
  - 13) Each provision of this Agreement will be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity will not impair the operation of or affect those portions of this Agreement which are valid. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing all or any part of such instrument to be drafted.
  - 14) This Agreement is in all respects subject to the terms and conditions above, which have been read and unconditionally agreed to. Owner further agrees to observe strictly and comply with such additional terms and regulations as The Pooch

Paddock may from time to time prescribe or deem desirable or necessary during the course of Owner's Dog's participation in The Pooch Paddock.

Executed on: \_\_\_\_\_, 2009

Owner:

\_\_\_\_\_

The Pooch Paddock LLC

\_\_\_\_\_  
Signature of The Pooch Paddock Representative