



This Liability Waiver & Contract (hereinafter "Agreement") is between **Baxter's Barnyard LLC** and pet(s) owner, (hereinafter individually or collectively "Owner"), all parties together (hereinafter "Parties"). The signing of this Agreement is a **one-time** requirement and shall remain in full force and effect, for an unspecified period of time, with its terms applicable to the Parties each time **Baxter's Barnyard LLC** provides services to Owner, to include boarding or daycare (hereinafter "Service") for Owner's pet(s) named , (hereinafter individually or collectively "Pet(s)").

Owner represents that he/she is the **legal** owner of all pets(s) registered to Owner's account. If pet(s) is/are not picked up within 7 days of pickup date setup during booking, Owner waives legal rights to pet(s). **Baxter's Barnyard LLC** may pursue action to gain ownership of said pet(s) and contact Dog Warden for further recourse or rehome as appropriate.



**BEHAVIOR:** Owner represents that pet(s) has not harmed or shown aggressive behaviors towards any person or pets. Owner understands that **Baxter's Barnyard LLC** reserves the right to remove any pet from a play area to ensure the safety of all pets boarding at **Baxter's Barnyard LLC**. Owner assumes all risks and responsibility for injuries to their pet(s) and resulting from their pet(s). Owner understands and agrees that Owner is solely responsible for any harm while Owner's pet(s) is/are attending boarding or daycare. Owner agrees to be responsible for any acts of behavior of said pet(s) while in the care of **Baxter's Barnyard LLC**.

**Owner accepts responsibility for any Veterinary care to other pets and/or medical care to staff resulting from their pet's actions.** The determination of fault for such actions will be made by staff witnessing the event, and their determination is final. Owner further agrees to accept responsibility for any related costs arising from incident, including the cost to repair or replace property damaged or destroyed by pet(s). Owner agrees that, should a dispute arise from any action involving their pet(s), staff reserves the right to release Owner's name, address, phone number, or other pertinent information to those involved, to include, but not limited to, legal entities, animal control and/or law enforcement.



**CANCELLATION/NO SHOW: The deposit is nonrefundable if reservation is cancelled within 72 hours of drop off date and/or is a no show.** While we do take into account that life happens, it will be at the

discretion of **Baxter's Barnyard LLC** to waive a cancellation within the 72-hour time frame. No call, no shows will still be charged per booking due to the strain this puts on staff.



**PAYMENT:** Owner agrees to pay full payment at time of checkout. Pet(s) shall not leave facility until charges are paid in full. If Owner or authorized contact cannot pick up pet(s) at the agreed pick-up time, Owner authorizes **Baxter's Barnyard LLC** to provide additional overnight (pending kennel availability) and at Owner's expense.

During peak holidays and holiday weekends (New Years, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, & Christmas) we will require a 2-day deposit. There is also a 2-day minimum stay during these holidays.



**PERSONAL PROPERTY:** Owner understands that Owner is solely responsible for any harm, including to any other pet(s), to the staff or invitees of **Baxter's Barnyard LLC**, or to the equipment, facilities, or other property of **Baxter's Barnyard LLC**, caused by Owner's pet(s). Owner gives **Baxter's Barnyard LLC** permission to label all pet(s) belongings and releases **Baxter's Barnyard LLC** from liability for any lost or damaged belonging either to Owner or Owner's pet(s).



**FOOD/MEDICATION:** Owner agrees that it is the Owner's responsibility to leave adequate supply of food and medications for Owner's pet(s) during their stay at **Baxter's Barnyard LLC**. Should the food/medication supply need replacement, Owner authorizes **Baxter's Barnyard LLC** to purchase food/medication at Owner's expense.



**HEALTH/VACCINES:** Owner represents that all pet(s) are in good health, is currently on all required vaccination for Canine Distemper, Rabies, and Bordetella. Owner represents that all pet(s) have **NOT** been ill or exposed to contagious diseases within the last 30 days. Owner represents that any pre-existing health concerns or known allergies will be disclosed and discussed prior to check in. Owner understands that we do not have a licensed veterinarian on site and may not be able to detect or diagnose a medical condition in your pet(s).

Owner understands that even if their pet(s) is/are fully vaccinated, that vaccines are **NOT** guaranteed and there is a plausible risk that pet(s) may contact a contagious disease or illness such as Kennel Cough. Owner agrees that Owner will not hold **Baxter's Barnyard LLC** responsible if Owner's pet(s) contracts

Kennel Cough or any other dog-dog transmitted ailments. Owner agrees that should this occur, Owner is responsible for all their pet's care, medical attention, and costs. **Baxter's Barnyard LLC is not responsible for any veterinary expenses.**

Owner understands that boarding can be stressful for pet(s) due to noise and unfamiliar environment and that weight loss in a boarding facility is not uncommon even if a dog is eating normally.



**ELDERLY/ WEAKENED IMMUNE SYSTEM PETS:** Owner understands that senior pet(s) may require a Boarding Age Certificate, to be completed by their veterinarian prior to check in, to verify that the pet(s) is/are stable and free of health concerns that would present a risk while boarding in a non-medical kennel environment. Furthermore, the owner acknowledges the risks associated with allowing a senior pet to participate in boarding or daycare services. Owner understands special-needs pet(s), puppies, and senior pet(s) naturally have a higher risk of injury, stress-related illnesses, weakened immune system, or exacerbation of any pre-existing condition. As such, by using our facility for daycare or boarding the Owner is waiving any claim for injury or illness experienced by Owner's pet(s) while in our care.



**FLEAS/TICKS/PARASITES:** All dogs MUST be flea/tick free. Should a dog be observed to have fleas or ticks, a flea/tick bath treatment will be applied and charged to the owner at a rate of up to \$50.00 depending on severity and size of dog.



**GROUP PLAY:** No pet(s) may be admitted to group play who shows any signs of any type of aggression. Owner understands and agrees that in admitting Owner's pet(s) to group play, Owner is representing to **Baxter's Barnyard LLC** that Owner's pet(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other pet(s)s. Any pet(s) demonstrating aggression or other behavior deemed unacceptable by **Baxter's Barnyard LLC** staff may be required to leave daycare/boarding.

Owner understands that accidents or injuries may occur from interacting with other dogs. Incidents which include, but not limited to bites, scrapes, torn ligaments, and scratches may occur despite supervision. Owner releases **Baxter's Barnyard LLC**, its owners, and staff from all liability if pet(s) endure any type of injury, sickness, damage, escape, or death resulting from participation in daycare and boarding.



**VETERINARIAN TREATMENT LIABILITY:** Owner authorizes **Baxter's Barnyard LLC** to obtain medical treatment for Owner's pet(s) in the event of serious illness, injury, or if pet(s) exhibits any other behavior

that would suggest that pet(s) may need medical treatment including anesthesia. **Baxter's Barnyard LLC** will make every attempt possible to contact Owner and listed Emergency Contact in case of emergency. Owner authorizes **Baxter's Barnyard LLC** to act on Owner's behalf if Owner/Emergency Contact is/are unreachable. Owner authorizes **Baxter's Barnyard LLC** to contact pet(s) veterinarian or any available veterinarian should any injuries or illness require medical attention. Owner agrees that he/she is solely responsible for any medical expenses acquired for their pet(s). Owner authorizes **Baxter's Barnyard LLC** to obtain medical care and provide transportation to emergency vet in case of emergency.



**PHOTO/VIDEO/SOCIAL MEDIA/WEBSITE RELEASE:** Owner agrees to allow **Baxter's Barnyard LLC** to use Owner's pet's name and any images taken while he/she is at the facility. This usage may be in any form, media, marketing, advertising, illustration, or promotional materials without compensation. Owner releases to **Baxter's Barnyard LLC** all rights that Owner may possess or claim to such image, likeness, or recordings.



**RIGHT OF REFUSAL:** **Baxter's Barnyard LLC** reserves the right to refuse admittance to any pet(s) or dismiss any pet(s) that does not meet or maintain the health, temperament, or other boarding/daycare standards. The determination shall be made at the sole discretion of **Baxter's Barnyard LLC**.



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 agrees to be bound by its terms and conditions.