

We will call you if your pet is injured or ill. If we are unable to reach you or your pet needs immediate medical attention, we will make the necessary decisions to treat your pet. If the pet named above becomes ill or is injured, I authorize Eagle K-9 Academy LLC. to make the necessary decisions to treat my pet.

The default veterinarian that Eagle K-9 Academy LLC uses is:

Bethany Veterinary Hospital
782 Amity Rd. Bethany, CT 06524

I understand that Eagle K-9 Academy LLC cannot be held responsible for the results of the veterinary treatment or the loss of my pet.

I will assume full responsibility for payment of veterinary services rendered to my pet and/or reimburse Eagle K-9 Academy LLC for veterinary services rendered to my pet.

I, the undersigned, hereby acknowledge and agree that all the information provided in this application is complete and accurate to the best of my knowledge. Waiver of Liability, Assumption of Risk and Indemnification Agreement (the "Agreement"), as they may be amended from time to time, which are attached and fully incorporated into this application by reference. I hereby execute the Agreement for my pet, myself and my heirs, successors, representatives and assigns. I further attest that if I am not the sole owner or representative of the pet subject to this application, that my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE Eagle K-9 Academy LLC, AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Eagle K-9 Academy LLC WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT In consideration for my pet being permitted to be a client at Eagle K-9 Academy LLC for training or boarding, I make the following representations and agree to all of the following policies, procedures, terms and conditions:

1. PHOTOS AND VIDEO RELEASE. I agree to allow Eagle K-9 Academy LLC, its owners, employees, officers, directors and agents to use my pet's name and any images or likeness of my pet taken while he/she is in Eagle K-9 Academy LLC care, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

2. PERSONAL PROPERTY. I agree that Eagle K-9 Academy LLC shall not be responsible or liable for any lost, stolen or damaged personal property belonging either to me or my pet. I also understand and agree that my pet's collar may be removed in the kennel or training area to prevent injury to any pet.

3. DAYCARE/OVERNIGHT BOARDING FEES. I agree to pay for all training and/or boarding fees, services and products with cash, credit card, or debit card at the time I drop off my pet before each visit to Eagle K-9 Academy LLC.

4. CANCELLATION POLICY. I understand that I will be charged for a full day of boarding, if I fail to cancel my reservation 24 hours in advance. I further understand that I will be charged for a full day of boarding, if I fail to cancel my boarding reservation at least 24 hours in advance; or, if my reservation is within 3 days of a nationally recognized holiday my reservation must be cancelled within 48 hours. If I fail to cancel a reservation for a boarding, I understand that I will be charged a no-show fee equal to one night of boarding.

5. AGGRESSIVE PETS. Although Eagle K-9 Academy LLC loves all pets, I understand that if my pet acts aggressively or exhibits unacceptable behavior he/she may be separated from the other pets. Eagle K-9 Academy LLC will use reasonable efforts to consult the pet's parents about aggression and ways to address it.

6. **ABANDONED PETS.** Eagle K-9 Academy LLC is a place where all pets can romp and play and learn. No pet may be abandoned at Eagle K-9 Academy LLC. I agree that I will not neglect to pick up my pet from Eagle K-9 Academy LLC by the time he/she is scheduled to leave without providing notification. Any pet that is left at Eagle K-9 Academy LLC without any contact, instruction or notification from me, or the ability, willingness or plans to pick him/her up by myself or my personal representative or agent, will be considered abandoned upon the seventh day of such notification failure. I understand that if I abandon my pet at Eagle K-9 Academy LLC, Eagle K-9 Academy LLC will, by default, become the legal owner and guardian of the pet. Eagle K-9 Academy LLC will, in its sole discretion, determine whether to try to re-home and adopt the pet from the Eagle K-9 Academy LLC location at which he/she was abandoned or will relinquish the pet to an unrelated shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT Eagle K-9 Academy LLC, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST Eagle K-9 Academy LLC.

7. **DUTY TO DISCLOSE.** I have disclosed and shall continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my pet's ability to participate in play time socialization activities or otherwise attend Eagle K-9 Academy LLC.

8. **PARTICIPATION.** I understand participation in play time socialization activities is at the sole discretion of Eagle K-9 Academy LLC and that pets may be separated from other pets or asked to leave for any reason in Eagle K-9 Academy LLC sole discretion.

9. **ACCEPTANCE AND ACKNOWLEDGEMENT OF PARTICIPATION RISK.** I FULLY UNDERSTAND THAT: (a) THERE ARE INHERENT AND POTENTIAL RISKS INVOLVED WITH INTERACTIONS BETWEEN HUMANS AND PETS, AS WELL AS BETWEEN PETS AND OTHER PETS, WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR PET; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO ME NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF MY OR MY PET'S PARTICIPATION IN DAYCARE AND/OR BOARDING, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF MY PET. SICKNESS SHALL BE DEFINED TO INCLUDE ANY ILLNESS INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH) OR ANY OTHER FORM OF CONTAGIOUS ILLNESS.

10. **VETERINARIAN LIABILITY AND CARE.** I agree to allow Eagle K-9 Academy LLC. to provide medical treatment for my pet, if, in its sole discretion it appears that, he/she is ill, injured or exhibits any other behavior that would reasonably suggest that my pet may need medical treatment. I AGREE THAT I AM FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT, PROVIDED TO MY PET.

11. **WAIVER, RELEASE AND INDEMNIFICATION.** I HEREBY EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND AND COVENANT NOT TO USE EAGLE K-9 ACADEMY LLC , and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, leasers, and any parties owning, controlling or having any interest in the property at which the Event is taking place, and all other representatives or agents (the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES OR DEMANDS (including reasonable attorney's fees) OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releasees, including negligence, and (ii) my participation or my pet's participation in activities at Eagle K-9 Academy LLC , or otherwise. I FURTHER AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any claims, litigation, actions, suits, damages, costs, attorney's fees, losses or injuries as the result

of any such claim. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE EAGLE K-9 ACADEMY LLC FROM ANY DUTY TO PROTECT ME OR MY PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF EAGLE K-9 ACADEMY LLC CHOOSE TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED EAGLE K-9 ACADEMY LLC FROM ANY DUTY TO PROTECT ME OR MY PET(S).

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "EAGLE K-9 ACADEMY LLC POLICIES, PROCEDURES AND RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" (THE "AGREEMENT") AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY PET(S).

OWNERS SIGNATURE

TRAINERS SIGNATURE