



Services Agreement

This is an Agreement between DOG DAYS, INC. and the Owner/Guardian whose name is _____ and whose signature appears on Page 2 (hereinafter called "Owner/Guardian"). Following are the terms of service for the stay of the Owner/Guardian's dog (Name) _____ (the "Dog") as a reservation or daycare stay at DOG DAYS HOTEL & DAY CAMP. By signing below, in consideration of the services rendered by DOG DAYS HOTEL & DAY CAMP to the Dog(s), Owner/Guardian acknowledges reading, understanding, and accepting the statements herein.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER: Owner/Guardian understands certain "activities" that the Dog may participate in, including daycare, grooming, training, boarding, one-on-one play, movement within and outside the facility, involve risk and possible injury, including but not limited to: exposure to parasites, viruses, and other medical conditions passed from dog-to-dog or person-to-dog; sprains, strains, bites, broken bones; fatigue, dehydration, nicks, cuts, loss of Dog or death.

Owner/Guardian further understands that not each and every potential risk can be listed above but, nonetheless agree that the benefits associated with dog socialization outweigh the possible risks, therefore, Owner/Guardian hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify DOG DAYS HOTEL & DAY CAMP and its agents, successors, heirs, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with the Dog's participation in activities at DOG DAYS HOTEL & DAY CAMP, including those allegedly attributable to the negligent acts or omissions of DOG DAYS HOTEL & DAY CAMP or their staff.

Further, Owner/Guardian understands that Owner/Guardian may be exposed to certain risks when bringing the Dog to participate in activities at DOG DAYS HOTEL & DAY CAMP or when picking up the Dog from participating in activities at DOG DAYS HOTEL & DAY CAMP. Such risks may include property damage and/or physical injury inside or outside the facility, such as from falling, slipping, illness, and/ or dog bites. Therefore, Owner/Guardian hereby voluntarily releases, forever discharges, and agree to hold harmless and indemnify DOG DAYS HOTEL & DAY CAMP its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with the Dog's participation in activities at DOG DAYS HOTEL & DAY CAMP, including those allegedly attributable to the negligent acts or omissions of DOG DAYS HOTEL & DAY CAMP or their staff.

AUTHORIZATION OF MEDICAL CARE: If the Dog is ill or injured while participating in activities at DOG DAYS HOTEL & DAY CAMP, DOG DAYS HOTEL & DAY CAMP will make every reasonable effort to reach Owner/Guardian pursuant to the contact information Owner/Guardian has provided DOG DAYS HOTEL & DAY CAMP. However, if DOG DAYS HOTEL & DAY CAMP is unable to reach Owner/Guardian, Owner/Guardian grants consent to DOG DAYS HOTEL & DAY CAMP to seek appropriate veterinary care and Owner/Guardian accepts responsibility for any and all associated expenses. DOG DAYS HOTEL & DAY CAMP will not pay any portion of veterinary expenses associated with seeking medical care for the Dog if so necessary. In the event of the Dog's death, the Owner/Guardian or the Owner/Guardian's emergency contact will be notified immediately.

CONTAGIOUS DISEASES & VACCINATIONS: Owner/Guardian specifically represents to DOG DAYS HOTEL & DAY CAMP that, to Owner/Guardian's knowledge, the Dog has not been exposed to any contagious diseases within the 30 day period prior to check-in. Owner/Guardian understands that each time the Dog is brought to DOG DAYS HOTEL & DAY CAMP, Owner/Guardian is recertifying that the Dog is in good health and has not had any communicable illness of any kind for 30 days prior to check-in. Owner/Guardian also confirms the Dog meets DOG DAYS HOTEL & DAY CAMP'S vaccination requirements during the Dog's stay.

ALLERGIES, SPECIAL DIETS, MEDICATIONS: Owner/Guardian agrees to disclose to DOG DAYS HOTEL & DAY CAMP any allergies the Dog may have. Owner/Guardian further agrees to disclose to DOG DAYS HOTEL & DAY CAMP any special dietary needs or medications the Dog may require if necessary during activities at DOG DAYS HOTEL & DAY CAMP.

PHOTOGRAPHS AND STATEMENTS: Owner/Guardian authorizes use of the Dog's visual image(s) and statements in newsletters, posters, and other materials.

BEHAVIOR: Owner/Guardian affirms that the Dog does not have a history of biting or harming people or other animals.

AGREEMENT TO PAY: DOG DAYS HOTEL & DAY CAMP accepts check, cash, or credit cards. Owner/Guardian agrees to pay the service rates in effect for the Dog's participation in activities at DOG DAYS HOTEL & DAY CAMP. Owner/Guardian further agrees to pay for any additional services requested at DOG DAYS HOTEL & DAY CAMP. Charges not paid in advance will be charged to Owner/Guardian's credit card. All services must be paid in full before the Dog will be released to Owner/Guardian or proper payment arrangements are agreed upon by both parties (Owner/Guardian & DOG DAYS HOTEL & DAY CAMP).

DAMAGE: Owner/Guardian accepts the responsibility of paying for any damage to facility, property, and/or equipment caused by the Dog.



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RIGHT TO DECLINE: Owner/Guardian understands that DOG DAYS HOTEL & DAY CAMP reserves the exclusive right to decline participation or to terminate participation in activities at DOG DAYS HOTEL & DAY CAMP to any Dog at any time for any reason.

VALID DATES: These agreements, waivers, and authorizations will remain valid and in force as long as and whenever the Dog participates in any activity at or with DOG DAYS HOTEL & DAY CAMP.

ACKNOWLEDGEMENT: 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 assignees of the Owner/Guardian and DOG DAYS HOTEL & DAY CAMP.

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 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 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(s) shall apply South Dakota law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in South Dakota and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTY’S RIGHT TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

Owner/Guardian:

Signature _____ Date: _____

Name (please print) _____

Dog(s) Name: _____

Emergency Contacts who can act on Owner/Guardians’ behalf for all purposes under this Agreement:

Emergency Contact 1:

Name _____ Phone _____

Relationship to Owner _____

Emergency Contact 2:

Name _____ Phone _____

Relationship to Owner _____