



This is an Agreement between DOG DAYS, INC. (hereinafter called “Dog Days”) and the Owner/Guardian whose name is _____ and whose signature appears on Page 4 (hereinafter called “Owner/Guardian”). By signing below, in consideration of the services rendered by Dog Days, Owner/Guardian acknowledges reading, understanding, and accepting the statements herein and certifies the accuracy of all information provided to Dog Days at any time.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER: Owner/Guardian understands certain “activities” their dog(s) may participate in, including daycare, boarding, public park, grooming, training, 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. Further, Owner/Guardian understands that Owner/Guardian may be exposed to certain risks when bringing their dog to participate in activities at Dog Days or when picking up their dog from participating in activities at Dog Days. 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. Owner/Guardian further understands that not each and every potential risk can be listed above.

Therefore, Owner/Guardian hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify Dog Days 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 or their Owner/Guardian’s participation in activities at Dog Days, including those allegedly attributable to the negligent acts or omissions of Dog Days or their staff.

VACCINATIONS & HEALTH POLICY: Dog Days requires a veterinarian certificate indicating proof of vaccination for Rabies, DHPP, and Bordetella. We recommend the Bordetella vaccination be administered every 6 months, annually is required. If the Bordetella vaccine has never been given, or if it has expired, a 7 day waiting period is required after the administration. For all other vaccinations, a 24 hour waiting period is required after the first administration of a vaccination or if it has expired. Have your vet fax us a copy at 605-275-3644 or email at info@sfdogdays.com.

Owner/Guardian specifically represents to Dog Days 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, 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 vaccination requirements during the dog’s stay.

TEMPERAMENT/BEHAVIOR: Dog Days does not allow dogs that have caused injury or shown aggression toward humans or other dogs. To ensure the safety of all other guests and employees, all guests must undergo a temperament evaluation before taking part in social activities at Dog Days. If your dog is not social with other dogs, or requires one-on-one attention, for the safety of our guests, he/she is required to stay in their room and not be allowed to participate in pack play. Please note that Dog Days has sole discretion on whether dogs may take part in social activities. Additional fees may be assessed depending on the level of attention required by Dog Days staff. Owner/Guardian affirms that the dog does not have a history of biting or harming people or other animals.

Additional Attention Required: Dogs requiring specific one-on-one attention due to medical conditions including but not limited to insulin shots, excessive medications, assistance walking, and post-surgical restrictions will be charged at a higher nightly rate. Based upon the dog’s needs and the staffing required by Dog Days, acceptance of the dog and nightly rate will be determined upon discussion with owner and/or veterinarian and will be at Dog Days discretion. Dogs requiring additional attention will only be considered for boarding services. Dogs requiring special attention will NOT be accepted for Day Camp services. Dog Days reserves the right to decline service.

Dog Days WILL NOT accept the following: Guests displaying symptoms of contagious, communicable disease and/or illness upon check-in will not be accepted as guests. Guests that have had or been exposed to a contagious, communicable disease and/or illness of any type during the thirty (30) days before scheduled check-in. Dog Days



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will require veterinarian documentation proving a clean health record after treatment and/or medication has been administered and completed.

FLEA & INTERNAL PARASITE CONTROL: All guests must have been treated with an effective form of flea control treatment. If external parasites are discovered upon check-in, guests will be treated with an effective form of flea control at Owner/Guardian's expense. All guests must be treated with monthly heartworm prevention. If no monthly heartworm medications are given, you will be required to provide proof from a veterinarian of negative fecal sample. If internal parasites are discovered during a guest's stay, treatment will be provided at the Owner/Guardian's expense.

AGE/SEX: All guests at Dog Days must be at least 6 months old. All guests must be spayed or neutered and housebroken. Special accommodations and pricing are available for those guests that do not meet this criteria.

AUTHORIZATION OF MEDICAL CARE: Owner/Guardian understands and agrees that any problem or injury that develops with the dog(s) will be treated as Dog Days deems best at its sole and absolute discretion. Dog Days staff may wait until the dog(s) is picked up to inform Owner/Guardian of any non-serious injury, such as nicks and scratches. In the event the dog becomes ill or injured to the point of requiring medical treatment, Dog Days will make every reasonable effort to reach Owner/Guardian pursuant to the contact information Owner/Guardian has provided Dog Days. However, if Dog Days is unable to reach Owner/Guardian, Owner/Guardian grants consent to Dog Days to seek appropriate veterinary care and Owner/Guardian accepts responsibility for any and all associated expenses. Dog Days will not pay any portion of veterinary expenses associated with seeking medical care for the dog if so necessary.

ALLERGIES, SPECIAL DIETS, MEDICATIONS: Owner/Guardian agrees to disclose to Dog Days any allergies the dog may have. Owner/Guardian further agrees to disclose to Dog Days any special dietary needs or medications the dog may require if necessary during activities at Dog Days.

FEEDING/MEDICATION – OVERNIGHT GUESTS: Owners are required to bring their own brand of dog food as most dogs are sensitive to sudden dietary changes. Please provide ample food for your dog's entire stay. Placing food in pre-portioned baggies for each meal is preferred. Please do not bring large, oversized food containers as we have limited storage space. Reasonable oral and/or topical medications are acceptable. Dogs with excessive medications (greater than 5) and/or medications that must be administered frequently (more than 2 times per day) may be charged a higher nightly rate. If your dog requires medication, please make sure it is labeled and that dosage instructions are included. Owners are also required to bring any food item needed for administering medications (ex: bread, peanut butter, Pill Pockets, etc.). An additional charge will be assessed each time medications are administered using Dog Days provided Pill Pockets or if medications must be orally forced.

FEEDING/MEDICATION – DAY CAMP GUESTS: Dog Days does not feed guests that are here for the day (Campers) due to the high level of activity throughout the day and potential health risks. If your dog must eat while at day camp, a fee will be charged and it may affect the level of activity in which your dog is allowed to participate.

OVERNIGHT RESERVATIONS (BOARDING): A room can only be guaranteed if your reservation is confirmed in advance. To confirm your reservation, we require:

1. Proof of your dog's current vaccinations from your vet. This can be faxed to Dog Days at 605-275-3644 or email at info@sfdogdays.com.
2. Signed copies of the Dog Days Services Agreement and Guest Profile forms.
3. A valid credit card

PERSONAL BELONGINGS: Dog Days provides bedding, bowls and toys for dogs that stay overnight with us. Overnight guests are welcome to bring personal items only if they do not disrupt other guests and you are comfortable with your dog having those items unsupervised. We cannot guarantee the condition of personal items upon checkout. Dog Days is not responsible for any lost or damaged items. If items are continuously soiled and/or destroyed, they may be pulled from the kennel and a cleaning fee may be applied to your stay.



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AGREEMENT TO PAY: Dog Days accepts cash or credit cards. Owner/Guardian agrees to pay the service rates in effect for the dog's participation in activities at Dog Days. Owner/Guardian further agrees to pay for any additional services requested at Dog Days. 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).

HOURS & LATE PICK-UP POLICIES

Hotel/Overnight Check-in and checkout policy: Hotel check-in may occur any time during business hours on arrival day. Checkout time is 1pm on the day of pick-up. For check-outs occurring between 1pm and 7pm on the day of departure, a fee will be applied. Please notify us if you need to extend your boarding stay. All Boarding guests staying past business hours (without notification) will be checked into a room in the hotel and an overnight room charge will apply including a \$50 late pick-up fee.

Regular business hours: (Hours are subject to change without notice.)

Monday – Saturday 7 a.m. – 7 p.m.

Sunday - 11 a.m. – 7p.m.

Day Camp Late Policy: Guests must be picked up by 7 p.m. All Day Camp guests staying past business hours will be checked into a room in the hotel and an overnight room charge will apply including a \$50 late pick-up fee. Regular boarding policies apply to all hotel guests.

Regular business hours: (Hours are subject to change without notice.)

Monday – Saturday 7 a.m. – 7 p.m.

Sunday – No Day Camp

CANCELLATION, PAYMENT AND HOLIDAY MINIMUM STAY POLICY: For non-holidays, please notify us of your cancellation 24 hours in advance. For holiday reservations, please notify us one week in advance. Cancellations made less than 24 hours in advance for non-holiday reservations will incur a one night's stay charge. Cancellations made less than one week in advance for holidays with a 3-night minimum stay, will incur a 3-night charge. Holidays that require a 3-night minimum stay may include President's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas. If a guest has already checked in and the owner decides to check the guest out prior to a night's stay, the owner will still be charged for all days reserved. We accept Visa, MasterCard, Discover, American Express, or cash.

EARLY DEPARTURE: Once a dog's stay has begun, the Owner/Guardian agrees to pay for of all days reserved, regardless of picking up the dog prior to the scheduled departure date, unless prior arrangements have been made.

PRE-PAID SERVICES: All payments made in advance of services including Day Camp punch cards or Bark Park memberships are non-refundable and non-transferrable.

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

PHOTOGRAPHS AND VIDEO RELEASE: Owner/Guardian authorizes Dog Days to use my dog's images or video taken while at Dog Days, in any form or format, for use, at any time, in any media, marketing, advertising, illustration and/or trade or promotional materials.

RIGHT TO DECLINE: Owner/Guardian understands that Dog Days reserves the exclusive right to decline participation or to terminate participation in activities at Dog Days to any dog at any time for any reason.

ASSUMPTION OF RISK: Owner/Guardian acknowledges and is aware that employees of Dog Days are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the guests that are staying at Dog Days. In addition, Owner/Guardian acknowledges and is aware that vaccines do not protect against all communicable illnesses that may affect a guest. Owner/Guardian acknowledges and agrees that they are assuming all risk of illness, disease, harm or otherwise to their dog or human patron while at Dog Days



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and all risk of damages caused by their dog to other dogs, human patrons, Dog Days employee, agent or to any Dog Days asset and that Dog Days shall have no liability for any harm to such dog or human.

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.

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.

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.

Owner/Guardian acknowledges and fully understands the terms of this agreement and understands they will relinquish substantial rights by signing it. Owner/Guardian has signed this agreement freely and voluntarily without any inducement, assurance or guarantee and intend to be a complete and unconditional release of all liability to Dog Days, their owners, officers, employees and agents to the greatest extent permitted by law. Owner/Guardian further agrees that if any portion of this agreement if held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

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 _____