

## Dirty Dawgs

**3055 N Campbell Ave #133, Tucson AZ 85716**

**1251 N Tyndall Ave #117, Tucson AZ 85713**

### **Boarding/Daycare Disclaimers and Waiver As of July 1st, 2020**

I (Owner) represent that I am the legal owner of the above named dog(s) and I assume all risks, dangers, and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm while Owner's dog(s) is/are attending Daycare / Boarding. **PHOTO AND VIDEO RELEASE:** We love to post pictures and videos on Facebook, our website, and/or in magazine ads. Owner agrees to allow Dirty Dawgs to use Owner's pet's name and any images or likeness of Owner's pet taken while he/she is at Dirty Dawgs in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials without compensation, and Owner releases to Dirty Dawgs all rights that Owner may possess or claim to such image, likeness, recording, etc. **DOG'S HEALTH:** Owner further understands and agrees that Owner's dog(s) are healthy and will at all times while attending Dirty Dawgs Boarding & Daycare have current vaccinations for rabies, distemper and Bordetella. Owner is not enrolling any dog that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's dog can still contract Kennel Cough (as verified by veterinarians). Owner agrees that Owner will not hold Dirty Dawgs Boarding & Daycare responsible if Owner's dog(s) contracts Kennel Cough or other dog-dog transmitted ailments despite our verification of all vaccines through veterinarian records from other dogs. **FLEA/TICK FREE:** 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 \$80.00 depending on severity and size of dog. **GROUP PLAY:** All dogs must pass a general behavior assessment or owner must provide proof for attending other daycare facility in order to attend dog-dog group play. No dog may be admitted to group play who shows any signs of any type of aggression. Owner further understands and agrees that in admitting Owner's dog(s) to dog-dog group play, Owner is representing to Dirty Dawgs Boarding & Daycare that Owner's dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dogs. Any dog demonstrating aggression or other behavior deemed unacceptable by Dirty Dawgs Boarding & Daycare staff may be required to leave daycare/boarding. **RELEASE OF LIABILITY:** Owner understands and agrees that during normal dog play, Owner's dog may sustain injuries. Dog play is closely monitored by Dirty Dawgs Boarding & Daycare staff to best avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite the best supervision. Owner further understands and agrees that neither daycare/boarding nor any of its employees, staff, or volunteers will be liable for any illness, injury, death, and/or escape of Owner's dog(s) provided that reasonable care and precautions are followed as can be shown on cameras, and Owner hereby releases Dirty Dawgs Boarding & Daycare Palace staff or volunteers of any liability of any kind whatsoever arising from or as a result of Owner's dog(s) attending Dirty Dawgs Boarding & Daycare. **PERSONAL PROPERTY:** Owner understands that Owner may be solely responsible for any harm,

including to any other pet(s), to the employees or invitees of Dirty Dawgs Boarding & Daycare Palace, or to the equipment, facilities, or other property of Dirty Dawgs Boarding & Daycare Palace, caused by Owner's dog(s). Owner also agrees that Dirty Dawgs Boarding & Daycare Palace shall not be responsible or liable for any lost or damaged personal property belonging either to Owner or Owner's pet.

**FOOD/MEDS** when boarding overnight, Owner agrees that it is the Owner's responsibility to leave adequate supply of food and medications for Owner's dog(s) during the entire time Owner's dog is cared for by Dirty Dawgs Boarding & Daycare. Should the food/medication supply need replacement, Owner authorizes Dirty Dawgs Boarding & Daycare to use food in-house and owner agrees to pay \$5 per day. Any medications that need to be refilled will be called into the owner's normal veterinarian to be refilled and owner will be charged accordingly. **VETERINARIAN LIABILITY AND CARE:** Owner agrees to Dirty Dawgs Boarding & Daycare to obtain medical treatment for Owner's dog(s) if he/she appears ill, injured, or exhibits any other behavior that would reasonably suggest that dog(s) may need medical treatment including anesthesia. Owner agrees to be fully responsible for the cost of any such medical treatment and for the cost of any transportation for the purposes of such treatment. Owner gives permission to Dirty Dawgs Boarding & Daycare to use Owner's vet or nearest 24-hour vet hospital for required treatment and owner must be available for questions. **WEAKENED IMMUNE SYSTEM:** Owner understands special-needs dogs, young puppies, and senior dogs 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 dog while in our care. **ELDERLY DOGS:** Owners of elderly dogs (approaching the end of life) need to know if in the event Owner's dog passes on while in our care, our policy is to transport Owner's dog to Owner's vet (within 15 miles) where he/she will be held until Owner can be reached by the Vet for further instructions. If Owner's vet is closed or outside of our transport distance, then we will transport to nearest 24-hour facility. Trip charge will apply based on time/distance.

**PREPAID PACKAGES:** *Owner understands that prepaid daycare packages are nonrefundable and expire after 90 days of purchase.* PAYMENTS are due and payable at the BEGINNING of each visit. Payment may be made in American currency, Visa, Discover, or Master Card. **WE DO NOT ACCEPT CASH OR CHECKS FOR BOARDING.** **CLOSING TIME:** Owner agrees that if Owner's dog(s) is/are not picked up by closing time of 5pm Arizona time, then Owner hereby authorizes overnight boarding appropriate for dog(s) and to pay Dirty Dawgs Boarding & Daycare for applicable overnight boarding charge plus any charge for required food. **RIGHT OF REFUSAL:** Dirty Dawgs Boarding & Daycare reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other daycare/boarding standards. The determination shall be made at the sole discretion of Dirty Dawgs Boarding & Daycare. **FULL FORCE AND EFFECT:** Owner further understands and expressly agrees that each and every of the foregoing provisions contained in this waiver shall be in force and effect and shall apply to each and every occasion on which Owner's dog(s) stays with Dirty Dawgs Boarding & Daycare for daycare, extended boarding, or other services, as the case may be. This Agreement shall remain in full force and effect as between the parties until and unless otherwise cancelled or superseded by a writing signed by the parties. **REFUNDS:** Dirty Dawgs does not give refunds for boarding/daycare packages after 48 hours of purchase. **CAMERAS:** Owner understands that live camera access is limited to those who have purchased ANY Daycare/Boarding packages or 3 or MORE nights of boarding. **TIME OUTS:** Owner understands that Dirty Dawgs staff often needs to correct bad behavior such as mounting and ear biting by putting pet in Time Out. You may see your dog in a crate for time out and understand this is to immediately correct behavior that is not acceptable such as ear biting

and mounting. **ROTATIONS:** Owner understands that Dirty Dawgs accepts ALL dogs who plays with other dogs. HOWEVER, personalities differ and therefore, dogs may be rotated frequently either in and out of crates, inside/outside, or in small dog room/big dog room according to personalities that play better with others and for the safety of your pet. Owner understands that if rotations are necessary, your dog may be in a different room, outside playing in our fenced yard, or in a crate for your pet's safety. While we do not accept dogs who are too scared and will attack other dogs or people, not all dogs have the same personalities. Just like people, dogs have different personalities or energy levels and often do not mesh. **BOARDING FOOD:** Owner understands that food for boarding is ESSENTIAL to bring for your pet. Owner understands that if food is forgotten, we will give generic house pet food that we have at boarding/daycare at an additional cost of \$15/night. Food change is NEVER a good idea for pets and owner understands that by forgetting food and letting Dirty Dawgs feed house dog food to your pet, your pet may experience and upset stomach from an immediate food change and Dirty Dawgs is NOT responsible for any veterinarian visit. **TRANSPORTATION:** Transportation to/from Dirty Dawgs daycare/boarding is provided for extended stays of boarding and the 16-day package purchase for daycare. Owner understands that transportation is on a first-come-first-serve basis and therefore must provide exact days boarding transportation is needed on the exact days reserved; owner must provide exact days transportation is needed consistently for daycare at the time that the 16-day daycare package is purchased and these days may not be changed for use of transportation. Owner agrees to have pet ready at the time frame provided for pick-up for daycare/boarding transportation, and agrees to be available or provide a key for drop-off from boarding/daycare. Owner agrees to be ready after given a 10-minute window of pick-time and owner agrees that if pet is not ready to go when transportation arrives, transportation will leave after 2 minutes exactly and owner will be deducted 1 day of daycare automatically – if transportation is missed, owner may opt to bring pet to daycare or boarding themselves without transportation.

By filling out the online application and/or purchasing boarding/daycare services with Dirty Dawgs in Tucson, AZ, I hereby execute this application and the agreement for my dog, myself, and authorized persons to drop off/pick up my dog. I further attest that if I am not the owner or sole owner of the dog for whom this application has been completed, my signature is sufficient to enter into this agreement for and on behalf of any other owner or representative. By signing this application, I acknowledge and agree that my dog will be co-mingling with other dogs from other families while in the care of Dirty Dawgs. No amendments, modifications, or supplements to the agreement shall be valid unless in writing and signed by both parties. Owner hereby certifies that Owner has read and understands this Waiver and Release of Liability