

**Foxy Roxy's Doggy Daycare CONTRACT AND RELEASE
(LDDR Copy)**

1. Dog owners and all who enter this property waive liability to Foxy Roxy's Doggy Daycare for any injury or damage caused to or by animals or humans while on this property.
2. Dog owners are solely responsible for damage and injury inflicted by or to their pet and assume all risk related to entering Foxy Roxy's Doggy Daycare.
3. We do not accept Pit Bulls, Pit Bull mixes, Rottweilers, any "bully breed", or any dog that displays aggression toward other dogs or humans. Any dog that attacks another dog will be banned from the property.
4. Because FRDD is cage free, only well-tempered dogs will be accepted. FRDD reserves the right to reject any dog.
5. Foxy Roxy's Doggy Day Care reserves the right to isolate your pet if he or she initiates aggressive behavior toward other dogs or humans.
6. Foxy Roxy's accepts dogs over 10 pounds. We will make exceptions for sibling dogs that are less than 10 pounds.
7. We only accept dogs that have been spayed or neutered.
8. Proof of current vaccinations must be provided.
9. FRDD is a smoke free environment.
10. FRDD is not responsible for any wild animal bites that occur on the property. To either pets or owners.
11. Pet Owner authorizes Foxy Roxy's Doggy Daycare personnel to take pets for emergency treatment at the nearest facility if Pet Owner cannot be contacted.
12. If pet becomes ill or injured, or if the state of the animal's health otherwise requires professional attention, FRDD, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the animal, and the expenses thereof shall be paid by the Pet Owner. Pet Owner gives consent to FRDD to act on Pet Owner's behalf in obtaining emergency veterinary care at Pet Owner's expense. Pet Owner indemnifies and holds FRDD and its employees harmless for said expenses.
13. Pet Owner agrees to pay all costs and charges for all veterinary costs for the pet during the period the pet is in the care of FRDD.
14. Hours for daycare are 7am – 7pm M-S, and Sun by appointment only.
15. There is a responsible adult on the property 24 hours a day.
16. Pet Owner agrees to pay the rate for pet care services provided in effect on the date the pet is checked into FRDD.
17. Pet Owner consents to FRDD using pet's likeness and waives all claims of compensation for use of such likeness by FRDD.
18. FRDD shall exercise reasonable care for the pet delivered by Pet Owner to FRDD. Pet Owner recognizes and accepts potential risks involved with pet care services. Pet Owner indemnifies and holds FRDD and its employees harmless for any injury resulting from pet care services.
19. It is expressly agreed by Pet Owner and FRDD that FRDD's liability shall in no event exceed the lesser of the current chattel value of a pet of the same species or the sum of \$500.00 per animal admitted.
20. **Pet Owner agrees to be solely responsible for any and all acts or behavior of said pet while it is in the care of FRDD, and assume any expense and liability for injury to any human or other animals or damage to facilities caused by the pet.**
21. Pet Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
22. Pet Owner specifically represents to FRDD that, to Pet Owner's knowledge, the pet has not been exposed to any contagious diseases within a thirty-day period prior to check-in. During the period of the Agreement, Pet Owner also agrees to notify Facility of any known exposure of pet to a communicable disease and hold pet out of attending FRDD until pet is symptom free for a minimum of seven (7) days or with veterinary clearance. Pet Owner further agrees to maintain current vaccinations.
23. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall be binding on the heirs, administrators, personal representatives and assigns of the Pet Owner and FRDD.
24. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Contract, shall be settled in accordance with the rules of the American Arbitration Associations, 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.

I HAVE READ, FULLY UNDERSTAND AND ACKNOWLEDGE THE DISCLAIMERS ON THE AGREEMENT ATTACHED HERETO AND ENTITLED FOXY ROXY'S DOGGY DAYCARE CONTRACT AND RELEASE, FURTHER, I HAVE RECEIVED A COPY OF FOXY ROXY'S DOGGY DAYCARE CONTRACT AND RELEASE.

Pet Owner's Signature _____ Date _____