



Mountain Dog Kennel

Master Agreement (Personal and Financial Responsibility)

Mountain Dog Kennel welcomes Owner and Owner's dog(s) to Mountain Dog Kennel's facility. Every effort will be made to ensure Owner's dog(s) visit with us is both safe and enjoyable. The undersigned (Owner) hereby acknowledges and agrees that all the information provided in the agreement is complete and accurate to the best of his or her knowledge; that that Mountain Dog Kennel's policies and procedures which are attached hereto and fully incorporated into this application by this reference; and that this agreement includes a binding release of liability, waiver, and indemnity. Owner further attests that he or she is the owner of the dog or if not the owner, then he or she has the authority to enter into this agreement and bind the owner.

1. While it is Mountain Dog Kennel's (MDK's) policy to maintain the safest environment possible, there is always an inherent risk when allowing pets to interact freely with one another. During playtime, cuts, punctures, scraps, scratches, etc. can happen, even under constant supervision. Fights and altercations can also occur. Pet owner agrees to save, indemnify and hold harmless MDK and its owners, for any and all claims, costs and expenses, including veterinary costs or any legal expense, regarding injury, illness, escape and/or death of any dog visiting MDK. In the event Owner's pet causes injury, bodily harm and/or death to any person or other animal in the custody of MDK, pet Owner hereby assumes any and all responsibility and is strictly liable, both financially and legally, for the action(s) of his or her pet from the date of injury and thenceforth.

2. Owner agrees that should his/her pet become ill or injured while at MDK, the staff will use its best efforts to: (1) contact the Owner at the number(s) listed on the registration form, to include any emergency number(s) and/or the Owner's Veterinarian. (2) In the event the aforementioned attempt is unsuccessful, MDK may contact a licensed Veterinarian to evaluate and/or treat the pet. (3) Owner agrees to be solely responsible for any and all expenses considered necessary to care for said pet, and to hold MDK harmless. In the event the pet owner refuses medical attention, then MDK reserves the right to mandate the immediate removal of pet.

3. MDK uses its best efforts to ensure the well being of Owner's pet and to prevent any type of injury, illness or disease by the following procedures: cleaning and sanitizing daily, laundering all bedding and towels and making sure all pets are properly vaccinated upon arrival. Owner understands and acknowledges that even though these procedures are adopted and followed, anytime a pet owner chooses to allow his or her pet to enter into an open boarding facility, there is always an inherent risk involved. Owner acknowledges that vaccinations do not ensure 100% immunity and does not exclude Owner's pet from contracting an illness, disease, parasite, etc. while visiting MDK (e.g., colds, flus, respiratory infections, lice, fleas, etc.). Just like children who attend daycare or school, even if they have received a flu shot, they can still contract the flu. With pets, it is the same with Bordetella (Kennel Cough) or other airborne virus and parasites. Owner agrees not to hold MDK, its owners, or other staff liable if any of these conditions occur during or after leaving the facility, and for any veterinary bills included thereafter.

4. MDK's policy is to require all pets visiting the MDK facility to be current on all vaccinations, including DHPP, rabies and Bordetella, and to provide written verification; upon initial visit. However, Bordetella Vaccine (Kennel Cough), is required every 6 months, no exceptions. MDK recommends that owner's pet has all vaccinations up to date at least 3 days

before arriving at MDK facility. MDK reserves the right to refuse service to any non vaccinated dog. MDK will only waive vaccination requirements upon receipt of letter recommending the waiver from licensed veterinarian.

5. In consideration of owner's pet being permitted to come to MDK facility, owner agrees to all of MDK's policies, procedures, release, terms and conditions, including those set forth below:

5.1 Owner Represents and Agrees That His or Her Pet: (a) is current on rabies, distemper, parvo, and bordetella vaccinations, (b) is at least 4 months of age, (c) is spayed or neutered if 8 months of age or older, (d) is in general good health and free of ticks and fleas, (e) is not aggressive toward other pets and people, and (f) will be leashed and under owner's control when entering and exiting the MDK facility.

5.2 Owner Understands and Agrees Regarding Food: Pets will be fed in accordance with MDK's policies and procedures. While at MDK pets do not get lunch, unless specified in writing by owner or guardian, a container marked with Pet's name and feeding instructions are provided.

5.3 Personal Property: MDK will not be liable for any lost, stolen, or damaged personal property belonging either to owner or owner's pet. If owner's pet causes any damage to MDK property, another pet or person, then owner will be personally liable for the full cost of any and all damages, including but not limited to the cost of treatment, repairs, and replacements.

5.4 Cancellation and Refund Policy: Cancellations need to be made at least 48 hours in advance.

5.5 Aggressive Pets: Although MDK loves all pets to come to MDK, owner's pet cannot be aggressive with staff, other people, or pets. If owner's pet is aggressive, then it may be separated from other pets and/or

staff, and/or asked not to return. Such determination will be made in MDK's sole discretion.

5.6 Abandoned Pets: If a pet has not been picked up as scheduled, and a definitive date and/or plan has been discussed with MDK staff, the following will happen: After 72 hours the pet will be considered "abandoned" and MDK may proceed in its sole discretion to place the abandoned pet in an appropriate animal shelter or family home. MDK will attempt to contact the owner using contact information provided. However, at the termination of the 72 hour grace period, a letter will be sent by certified mail to the owner's address provided notifying the owner of the action taken. The abandonment of a pet does not terminate the owner's financial responsibility to MDK for care, boarding, food, medications, legal costs, etc.

5.7 Duty to Disclose: Owner shall disclose on a continual basis, any and all medical or other conditions, including but not limited to a propensity to bite or harm, personality, temperament, or social concerns, or behavioral incidents that may affect, limit or prevent owner's pet's ability to participate in any MDK activity or service.

6. All parties executing this agreement shall be jointly and severally liable hereunder. This agreement shall be governed by the laws of the State of Missouri. If any provision of this agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable and there will be added automatically, as a part of this agreement, a provision as similar in terms to provision as may be possible. This agreement shall insure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective parties.