Client Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE OWNER(S) AND EMPLOYEES OF THE THE BARKING BARLEY, LLC. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for your pet(s) being permitted to come to Barking Barley and utilize any amenities of Barking Barley, you agree to all the policies, procedures, release, terms, and conditions set forth below. The following Agreement applies to THE BARKING BARLEY, and its employees, owners, agents, and representatives (collectively shall hereinafter be referred to as "BB").

1. REQUIREMENTS.

   I understand my pet must be:

- in good general health with no open wounds or stitches. Any pre-existing health conditions or concerns must be disclosed prior to entry/admission;
- at least 4 months of age;
- current on Rabies, Distemper, Parvo, Bordetella, and Canine Influenza (preferred) vaccinations;
- on a flea/tick preventative;
- be spayed or neutered if 7 months or older;
- friendly towards people and other dogs;
- complete the Barking Barley's evaluation process to BB's satisfaction at its sole discretion;
- must have a nylon collar with a quick-release buckle and a nametag. No metal buckle collars, choke chains, pinch collars, or harnesses are allowed. Please enter and exit the park areas with your pup on his or her leash.

2. FOOD.

I understand:

- BB gives treats and have the occasional celebration that includes treats and snacks. If you do not want your pet to have treats or snacks, please notify staff or guests attempting to treat your pup.
- BB assumes no liability for your pets consumption of any snacks or treats from BB staff or guests including any allergic reactions to food consumed by your pets.

3. PERSONAL PROPERTY.

I understand:

- BB will not be liable for any lost, stolen, or damaged personal property belonging to you or your pet. For example, if your pet destroys their toy, another's toy or any BB guest's personal items, BB is not responsible for replacing it;
- The following items are not allowed: rawhide of any type, bully sticks, plush toys, chews or bones of inappropriate size for the pet, other items deemed unsafe or a risk at the sole discretion of BB;

- If your pet causes any personal property damage to BB, including but not limited to: walls, crates, kennel walls and gates, turf, fencing, you will be liable for the full cost of all repairs and replacements.

4. FEES. You must pay for all services and products by credit card or cash. Payment is due at the time of reservation or use. You give your express permission for BB to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged debit charges.

5. AGGRESSIVE PETS.

Although BB loves all dogs, in order to come to BB, your pet may not be aggressive and must pass BB's evaluation process in BB's sole discretion. Your pet may be separated from other pets or asked not to return to the facility if he/she exhibits aggressive or other unacceptable behavior in BB's sole discretion.

6. ABANDONED PETS.

Client may not leave your pet(s) at BB. If a pet(s) is left at BB, your pet will be deemed "Abandoned" at 5pm on the fourteenth (14^{th}) day after the date on entry. If a pet is "Abandoned", BB will become it's legal owner and guardian. BB will, in its sole discretion, determine whether to re-home the dog or relinquish it to a shelter or rescue of BB's choice. Client fully understands and agrees that if you abandon your dog at BB, you may be unable to retrieve possession of your dog and will have no recourse against BB.

7. DUTY TO DISCLOSE**.**

Client must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that may affect, limit or prevent your pet's ability to participate at BB. In the event of a material change to the information you provided previously, you must notify BB prior to reentry to the facility.

8. ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK.

Client fully understands that there are adherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death to human or dog. There may be other risks not known to you or BB, nor readily foreseeable at this time. (Collectively, "Risks"). You fully accept and assume all risks and responsibility for all risks, including, without limitation, all costs and damages incurred as a result of your pet's participation at BB, including any veterinarian expenses listed below. "Sickness" includes any illness including but not limited to Bordetella (kennel cough), Bloat, Canine Flu, or any other form of contagious disease. Additionally, you understand the bordetella vaccine will help create immunity against a few strains of kennel cough. However, the vaccine does not prevent your pet from catching kennel cough.

9. VETERINARY CARE.

- BB will have the right to obtain medical treatment for your pet if, in BB's sole discretion, it appears that your pet may be ill, injured or exhibit any other behavior that would reasonably suggest that your pet may need medical treatment.

- Reasonable efforts will be made to contact you when BB determines medical treatment is necessary, but if BB is unable to contact you or your emergency contact, BB and the veterinarian may rely on this section as your consent to treat your pet.

- You hereby grant the veterinarian and BB the right to make medically necessary decisions for your pet's treatment and release the veterinarian and BB from all liability for the same. If you are unable to be reached but your emergency contact is reached, you hereby grant your emergency contact the right to make medically necessary decisions for your pet's treatment.

- BB will first attempt to seek treatment from the veterinarian provided in the BB application ("Designated Veterinarian"), but will have the right to seek veterinary treatment from an alternative veterinarian if: (i) the pet needs urgent care and another veterinarian is closer, (ii) BB is unable to reach the Designated Veterinarian, or (iii) BB is unable to transport the pet to Designated Veterinarian.

- BB reserves the right to charge you for staff's time involved in transporting and waiting for pet at veterinarian.

- In the event your pet is injured during routine play, we presume that no pet is at fault, and you will agree to be fully responsible for all resulting costs related to any medical treatment for your pet(s), including without limitation, the cost of any transportation for the purpose of such treatment. If BB staff determines, in their sole discretion, that your pet caused the injury or death of another pet outside of routine play, you will be fully responsible for all costs related to any medical treatment for the injured pets(s), including without limitation, the cost of any transportation for the purpose of such treatment. You agree that BB may release your name and phone number to the injured pet's parents to arrange payment for the same.

10. Immunization Records.

- You agree to provide veterinary records to BB upon request, and you hereby grant BB permission to request and obtain veterinary records directly from your Designated Veterinarian, if BB is unable to obtain necessary records from you. By signing below, you expressly authorize your Designated Veterinarian to release health and treatment information and immunization records to BB staff upon request. You may revoke this authorization at any time upon written notice to your Designated Veterinarian and BB.

- If any of the required vaccines have lapsed for any amount of time, BB has a ten (10) day waiting period from receiving the vaccine prior to returning or entering the facility.

WAIVER RELEASE & INDEMNIFICATION.

You hereby agree to expressly and forever generally waive, discharge claims indemnify, release from liability, save, hold harmless and defend BB, their invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessors and all

others having an interest in any BB party (collectively, the Releases) from and against any and all injury, liability, claims, litigation, actions, suits, losses, damages, attorney's fees, expenses or demands of every character whatsoever on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releases, (ii) your pet's participation at daycare or any other services. You agree that this Release is binding on you and your successors, heirs, legal representatives, and assigns. You also expressly and forever release BB from any duty to protect you or your pet from injury of any kind, and agree that any implantation of safety precautions by BB will not waive BB's right to be indemnified as provided hereunder, and such precautions will not alter this release. You agree that this constitutes a complete and unconditional release of all liability of BB to the greatest extent permitted by law, and that if any portion of this agreement is held to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.

In signing below, you acknowledge and agree that you have read, understand, and agree to all the terms and conditions contained in the Agreement above, as they may be amended from time to time. You hereby execute this Agreement for your pet(s), yourself and your heirs, successors, representatives, and assigns. You further attest that if you are not the owner or sole owner of the pet(s) for whom this Agreement applies to, your signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative. You consent to the use of electronic signatures, and agree that a true and correct copy of this document may be produced in lieu of the original Agreement. Should a copy be produced, you agree that it is legally enforceable and does not affect the terms of the Agreement in any way. You acknowledge and agree that your pet(s) will be playing with pet(s) from other families while in the care of BB. No amendments, modifications, or supplements to this Agreement shall be valid unless in writing and signed by both parties.

_____(SEAL)

Name(print): _____

Date: _____