



Waiver of Risk and Release of Liability

Client's Name: ("Client")

Pet's Name: ("Pet")

In exchange for and as a condition of allowing Client to use the services of A Dog Gone Good Place ("ADGGP") or The Cat's Meow ("TCM"), Client executes this Waiver of Risk and Release of Liability ("Liability Release") in favor of ADGGP and TCM.

**Client Representations and Warranties.** Client represents and warrants that their Pet: (1) is healthy in all respects; (2) has received all required vaccines (DHPPC, Rabies, and Bordetella for dogs and FVRCP, Rabies, and FELV for cats and negative Felv/FIV test); (3) is current on its flea protection (Frontline, Advantage, or Revolution for dogs and cats); (4) does not suffer from any disability, illness, or condition that could affect the Pet, other pets, or employee safety at ADGGP or TCM; and (5) has never unduly harmed or threatened anyone or any other pets. Client understands that if their Pet displays aggressive behavior, as determined in ADGGP's and TCM's respective sole discretion, that for the safety and health of their Pet and others, the Pet will be confined to a kennel for the remainder of his/her stay with no offset or deduction in price.

**Client Responsibilities.** Client expressly agrees to promptly and fully pay for: (1) any and all costs and expenses arising out of or related to damage to property (i.e. kennels, fencing, walls, flooring, etc.) caused by their Pet; (2) any and all medical costs and expenses (whether associated with a human or an animal) incurred because of injury caused by their Pet.

**Risk Acknowledgment.** Client hereby acknowledges that there is an inherent risk of injury or illness in any environment associated with numerous cage-less dogs in daycare and multiple cats in boarding environments. Client also hereby acknowledges that such risks include, without limitation, injuries or illnesses resulting from fights, rough play, and contagious disease.

**Liability Release.** Client, acting on behalf of himself and on behalf of all of his agents, representatives, family members, attorneys, insurers, estates, heirs, executors, administrators, and assigns, does hereby unconditionally, fully, and forever release and discharge ADGGP and TCM, and each of their agents, representatives, owners, directors, officers, employees, affiliates, attorneys, insurers, predecessors, successors, and assigns, from any and all claims, demands, liabilities, disputes, causes of action, including, but not limited to, all statutory, contract, or tort theories, obligations, debts, liens, fines, penalties, contracts, promises, costs, expenses, including, but not limited to, attorneys' fees, damages, or losses, whether known, unknown, asserted, unasserted, presently existing, arising in the future, fixed, conditional, or contingent, arising from or relating to, directly or indirectly, to Client's use of ADGGP or TCM services (collectively, "Claims").

This Liability Release is intended to be a general and complete release of all Claims, so that ADGGP and TCM and each of their agents, representatives, owners, directors, officers, employees, affiliates, attorneys, insurers, predecessors, successors, and assigns may plead this Liability Release as a complete and sufficient defense to any of the Claims.

Client has not assigned any of the Claims, and Client knowingly, voluntarily, and irrevocably waives fully all statutory and other legal rights regarding a release of claims.

**Indemnification.** Client must indemnify, defend, and hold ADGGP and TCM and their agents, representatives, owners, directors, officers, employees, affiliates, attorneys, insurers, predecessors, successors, and assigns, completely and forever harmless from and against any and all Claims arising from or relating to the Pet, Client’s use of ADGGP or TCM services, or the Client’s breach of this Liability Release.

**NEITHER ADGGP OR TCM NOR ANY OF THEIR AGENTS, REPRESENTATIVES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, ATTORNEYS, INSURERS, PREDECESSORS, SUCCESSORS, OR ASSIGNS IS LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, OR NEGLIGENCE.**

**ALL LIABILITY OF ADGGP AND TCM AND THEIR AGENTS, REPRESENTATIVES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, ATTORNEYS, INSURERS, PREDECESSORS, SUCCESSORS, AND ASSIGNS FOR ANY AND ALL CONTRACT, TORT, NEGLIGENCE, OR OTHER CLAIMS ARISING FROM OR RELATED TO THIS LIABILITY RELEASE IS LIMITED TO AN AGGREGATE SUM OF \$100.00.**

**General.** This Liability Release contains the complete, final, and exclusive integrated agreement between the parties with respect to the subject matter hereof and supersedes all other agreements relating thereto. This Liability Release is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. For all disputes relating to this Liability Release, each party consents to the jurisdiction of the courts of the State of Oregon and agrees that those courts have personal jurisdiction over each party. Venue for all disputes must be in Multnomah County. This Liability Release has been drafted jointly by the parties and is to be construed to be neither against nor in favor of any party, but rather in accordance with the fair meaning hereof. The headings in this Liability Release do not affect the interpretation of this Liability Release. Any provision hereof held to violate any law or public policy in any jurisdiction is, as to that jurisdiction only, ineffective only to the extent of the invalidity, without affecting any other provision hereof, and each provision hereof is valid and enforceable to the fullest extent permitted by law. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. “Or” is not exclusive in its meaning. “Herein,” “hereof,” and similar terms refer to this Liability Release as a whole and not merely to the specific paragraph or clause where they appear. “Including” means “including, but not limited to.” All pronouns include the masculine, feminine, and neuter pronoun forms. All rights and remedies are cumulative and nonexclusive. The termination of this Liability Release does not terminate any party’s duties or obligations hereunder that continue past the termination.

Client has carefully read this Liability Release, understands all of its terms, and Client intends to be legally bound by this document.

Client’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

