

ACCEPTANCE AGREEMENT



This agreement includes a release of liability and waiver of legal rights and deprives you of the right to sue Rustic Tails LLC (heretofore called RT LLC) and related parties. Do not sign this agreement unless you have read it in its entirety. Seek the advice of legal counsel if you are unsure of its effect.

RUSTIC TAILS LLC POLICIES, PROCEDURES, AND RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

RUSTIC TAILS

In consideration of my dog being permitted to be a client of RT LLC for day or overnight boarding and/or training, I make the following representations and agree to all the following policies, procedures, terms and conditions.

- 1. BOARDING/TRAINING REQUIREMENTS:** My dog(s) meet the following requirements he/she: is four months of age or older; is current on his/her Rabies, Distemper, and Bordetella vaccinations; is in good general health and free of ticks and fleas; meets all other municipal or state licensure and other requirements. My dog will enter and leave RT LLC on an appropriate control collar/harness and leash.
- 2. TRAINING:** I agree to allow the owner or designated representative of RT LLC to work and/or train my dog(s) on basic obedience. I grant permission for the owner or designated representative of RT LLC to exercise/train my dog outside of their containment area on their property. The owner or designated representative will use leashes and collars of their choice for exercising/training outside the normal containment.
- 3. PROVIDING FOOD / MEDICATION (S):** I must bring an adequate container or bag of food, provide all necessary medications and inform the owner or designated representative of RT LLC written instructions on dispensing of both food and medications/supplements. The owner or designated representative of RT LLC will dispense the food and medications in accordance with instructions provided by the owner/guardian.
- 4. PERSONAL PROPERTY:** I agree that RT LLC shall not be responsible or liable for any lost, stolen or damaged personal property belonging to either my dog or me. I also understand and agree that my dog's collar will be removed to prevent injury to them or any other dog. If my dog causes damage to RT LLC facilities or equipment, I agree to be fully responsible for the cost of any repair or replacement.
- 5. BOARDING FEES:** I agree to pay RT LLC for all boarding fees, services and products by cash, check credit or debit card at the time I pick up my dog after each visit to RT LLC unless specific arrangements are agreed upon by client and owner of RT LLC. I further agree to pay the cost of any check or debit charges returned or challenged for any reason.
- 6. CANCELLATION POLICY:** I understand that I may be charged for a full day of boarding if I fail to cancel my boarding reservation at least 48 hours in advance.
- 7. AGGRESSIVE DOGS:** I commit that my dog is not aggressive to either people or other dogs. I understand that aggressive dogs are not accepted at RT LLC and that if my dog acts aggressively or exhibits unacceptable behavior he/she may be separated from other dog activities. RT LLC will use reasonable efforts to consult owners about aggression and methods to address it. However, aggressive dogs may be asked not to return to RT LLC. Such determination shall be made at the sole discretion of RT LLC.
- 8. DUTY TO DISCLOSE:** I have disclosed and shall continue to disclose, any and all medical or other conditions including but not limited to personal concerns or behaviors.
- 9. ACCEPTANCES AND ACKNOWLEDGMENT OF RISK. I FULLY UNDERSTAND THAT:** There are inherent and potential risks involved with interactions between humans and dogs which may result in property damage or bodily injury, included but not limited to, permanent disability, sickness or death to human or dog. I fully accept and assume all risks and responsibility for all risks, including without limitation, all losses, costs and damages incurred as a result of my dog's participation at RT LLC, including any veterinarian expenses incurred on behalf of my dog. Sickness shall be defined to include any illness including but not limited to Bordetella (Kennel Cough), or any other form of contagious illness.

10. VETERINARIAN LIABILITIES AND CARE: I Agree to allow RT LLC to obtain medical treatment for my dog, if in it's sole discretion it appears that, he/she is ill, injured or exhibits and other behavior that would reasonably suggest that my dog may need medical treatment. If a dog passes away while at RT LLC; it will be brought to it's veterinarian. I agree that I am fully responsible for the cost for any such medical treatment, and for the cost of any transportation for the purposes of such treatment provided for my dog.

11. WAIVER, RELEASE OF IDEMNIFICATION: I hereby expressly and forever generally waive, discharge claims, indemnify, release from liability, save, hold harmless and defend and covenant not to use Rustic Tails LLC and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, leasers, or any parties owning, controlling, or having any interest in the property at which the event is taking place, and all other representatives or agents (the Releases), from and against any and all injury, liability, claims, litigation, actions, suits, costs, losses, damages, expenses, or demands (including reasonable attorney fees) of every character whatsoever on negligence, and (ii) any such claim. I agree that this release shall be binding on me and my successors, heirs, legal representatives, and assigns. I also expressly and forever release Rustic Tails LLC from any duty to protect me or my dog(s) from injury of any kind, and agree that even if RT LLC chooses to implement safety precautions, such actions shall not alter the fact that I have released RT LLC from any duty to protect me or my dogs.

12. I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THESE RUSTIC TAIL LLC POLICIES, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT ("THE AGREEMENT"), AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL EFFECT. I AGREE THAT IT IS INTENDED THAT ALL THE TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY DOG(S)

I, the undersigned hereby acknowledge and agree that all the information provided in this application is complete and accurate to the best of my knowledge. Waiver of liability, Assumption of Risk, and Indemnification Agreement (the "Agreement"), as they may be amended from time to time, which are attached an fully incorporated into this application by reference. I herby execute the Agreement for my dog(s), myself and my heirs, successors, representatives and assigns. I further attest that if I am not the sole owner or representative to the dog subject to this application, that my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

Customer Signature

Printed Name

Date

Other Person(s) Authorized to Drop Off/Pick Up Dog(s): _____
Printed Name

Rustic Tails LLC
accepted on: _____
Date

RT LLC Representative: _____
Printed Name