



DOGMATA

www.dogmata.info

CLIENT/MEMBER WAIVER AGREEMENT

Owner's Name: _____

This canine playcare, boarding, training, and grooming agreement (hereafter referred to as "this Agreement") between Dogmata and the Guardian/Owner (hereafter referred to as "Owner") named above sets forth the terms and conditions under which Dogmata will provide services to the Owner, is effective on the date on which the Owner signs in the designated space below, and applies to all services provided by Dogmata to the Owner on that date and thereafter. Dogmata and the Owner agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, and upon request of the Owner, Dogmata may provide the following to the Owner:
 - 1.1. Playcare Services,** including supervised canine pack play at Dogmata's facility a minimum of three days per week. A Playcare Program must begin within one week of the evaluation. Dogs must have their Canine Good Citizen (CGC) title through the American Kennel Club (AKC) or be actively training to obtain the CGC title to participate in playcare. Refer to the Membership Bylaws for more details. A 24 hour notice is mandatory should a Member be unable to commit to the reserved playcare day(s). If a Playcare Member is absent for one week, the Member may be placed on our waiting list and the spot may be permanently filled.
 - 1.2. Boarding Services,** including service of breakfast and dinner (with food provided by the Owner or by Dogmata for an additional \$5.00 per day), playcare, and superior supervision while at Dogmata's facility. Boarding services are only provided to Members.
 - 1.3. Grooming Services,** as appropriate for each dog and as agreed between Dogmata and the Owner. Grooming services are only provided to Members.
 - 1.4. Training,** including obedience & behavior training as appropriate for each dog and human and as agreed between Dogmata and the Owner.
 - 1.5. Right to refuse services; termination of services.** Dogmata reserves the right, in its sole discretion, to decline to provide services the Owner may request. Dogmata may, in its sole discretion, suspend or terminate services pursuant to this Agreement upon notice to the Owner.
- 2. Owner's Representations and Responsibilities.** The Owner represents, warrants and/or agrees that:
 - 2.1. Accurate information.** All information provided on the Canine Information Packer and/or Evaluation Form and during the evaluation is/will be true and correct. The Owner acknowledges that Dogmata will rely on the accuracy of the information provided by the Owner and that the accuracy of the information is a material inducement to Dogmata to enter into this Agreement and to provide services to the Owner.

- 2.2. Vaccinations.** The dog(s) for which Dogmata will provide services have received a DHPP (Distemper, Hepatitis, Parainfluenza, and Parvovirus) vaccination within the last year, a Kennel Cough (Bordetella) vaccination within the last year, and a current rabies vaccination as required by applicable law. Upon request by Dogmata, the Owner shall provide Dogmata with written proof of vaccinations received by the dog(s) for which Dogmata will provide services.
- 2.3. Health.** The dog(s) for which Dogmata will provide services are in good health, free from any conditions which may jeopardize the health or safety of other dogs in the care of Dogmata, and have not been ill with a communicable disease for at least 30 days. Any dog(s) entering Dogmata and found to be carrying external parasites will be treated with a \$25.00 flea bath.
- 2.4. Safety; as aggressive behavior.** The dog(s) for which Dogmata will provide Playcare and Boarding services have not harmed any person or other dog in the past, and have not acted in an aggressive or threatening manner toward any person or other dog in the past.
- 2.5. Full disclosure.** Owner is aware of no facts not disclosed by Owner to Dogmata that Owner believes, if disclosed to Dogmata, might cause Dogmata to decline to provide Owner with the services he or she has requested.

2.6. Pickup.

- 2.6.1. Playcare pickup.** Owners who leave their dog(s) at Dogmata for playcare will pick up their dog(s) by 6:45 p.m. Monday through Friday and by 3:45 p.m. on Saturday. If Owner does not pick up his or her dog(s) by Dogmata's standard pickup times or by another time arranged with Dogmata in advance, Dogmata may charge Owner an additional fee.
- 2.6.2. Boarding pickup.** Owners who leave their dog(s) at Dogmata for boarding will pick up their dog(s) between 7:00 a.m. and 10:00 a.m. Monday through Friday, by 12PM on Saturday, and by 11AM on Sunday. If Owner does not pick up his or her dog(s) by these times, Dogmata will charge Owner for a half or full day of daycare services at the rate then in effect.

2.7. Compliance with rules, policies and procedures. Owner will comply with all rules, policies, and procedures adopted by Dogmata, which Dogmata may, in its sole discretion, change from time to time.

3. Fees.

- 3.1. Payment terms and practices.** Dogmata will charge Owner for all services provided by Dogmata for the benefit of Owner's dog(s) in accordance with Dogmata's standard practices. A schedule of fees is available upon request. Dogmata will require Owner to pay some or all of the fees charged for certain services in advance of the date on which such services will be provided and/or in advance of the date on which Owner will drop his or her dog(s) off at Dogmata's facility. If not otherwise paid in advance, all fees for services requested by Owner in advance are payable in full by cash/check or debit/credit when Owner drops his or her dog(s) off at Dogmata's facility. Fees for services not requested in advance are payable in full by cash/check or debit/credit when Owner picks up his or her dog(s) from Dogmata's facility.
- 3.2. Advance payments and deposits.** Dogmata will require the Owner to pay for certain services in advance, or to provide a non-refundable deposit for some or all of the fees charged for certain services, including, but not limited to, services to be provided during holidays or holiday weekends. Advance pay deposits may be refundable with one week advance notice.
- Initials to confirm the Owner has read the previous section** _____
- 3.3. Right to change fees.** Dogmata may change its fees at any time by posting notice in our facility and/or on our website at www.dogmata.info.

3.4. Insufficient funds checks; credit card refunds. In the event that Owner pays for any services provided by Dogmata with a check that is rejected for insufficient funds, Dogmata may charge Owner an administrative fee of \$25.00 in addition to any fees charged by banks. Refunds of charges paid by credit card may be subject to reduction for fees charged by the credit card issuer.

- 4. Assumption of Risk.** The Owner understands that interaction and play among canines involves an inherent risk of injury or harm, even in controlled and supervised environments. Included among the risks that a dog faces when interacting and/or playing with other dogs are risks of physical injury, illness and infection, among others. These risks may be caused by other dogs under the care of Dogmata, by the actions or inactions of Dogmata representatives, or the actions or inactions of third parties, as well as by other factors not presently foreseeable. After considering the risks and potential benefits of the services offered by Dogmata, the Owner believes the potential benefits outweigh the risks. The Owner knowingly and voluntarily assumes the risk that his or her dog(s) may suffer injury or harm as a result of or in connection with the services provided to the Owner by Dogmata, and the Owner agrees not to sue Dogmata or any representative of Dogmata, or to seek to hold Dogmata or any representative of Dogmata, financially responsible for any injury, illness, harm or damage that the Owner or the Owner's dog(s) may suffer as a result or in connection with the services provided by Dogmata.
- 5. Indemnity.** The Owner agrees to defend, indemnify and hold Dogmata harmless from and against any and all claims, actions, causes of action, losses, damages, liabilities, costs, judgments, and attorney's fees to which Dogmata may become subject, relating to or arising out of conduct of the Owner's dog(s) or any services provided to the Owner or the Owner's dog(s) by Dogmata (including, but not limited to, any losses, damages or harm caused by the Owner's dog(s) to any person, to the property of Dogmata or to any dog), regardless of whether any negligence by Dogmata may have caused or contributed to causing the losses, damages or harm. The Owner also agrees to pay for any treatment or care provided to other dogs as a result of injuries or illnesses caused by the Owner's dog(s).

Initials to confirm the Owner has read the previous section _____

- 6. Waiver of Claims and Release of Liability.** The Owner hereby waives any and all claims that may accrue in his or her favor against Dogmata or any of its employees or representative resulting from or relating to Dogmata's provision of services pursuant to this Agreement, including, but not limited to, claims for bodily injury, emotional distress, property damage, and other damage and loss of any kind whatsoever, including injury or damage suffered by the Owner and the Owner's dog(s), regardless of whether active or passive negligence on the part of Dogmata contributed to causing such injury or damage.
- 7. Consent to Veterinary Treatment.** In the event that the Owner's dog(s) need veterinary treatment while under the care of Dogmata, Dogmata will attempt to notify the Owner of the need for such treatment and obtain direction from the Owner. In the event that Dogmata is unable to reach the Owner in a timely manner, or in the event that the need for treatment is urgent, the Owner agrees that Dogmata may seek treatment for the Owner's dog(s) from the veterinarian designated by Dogmata (Critic Care 850.726.0838). The Owner agrees to reimburse Dogmata for any and all costs incurred by Dogmata for the care and/or treatment of the Owner's dog(s) pursuant to this section. The Owner agrees to notify his or her veterinarian that his or her dog is in Dogmata's care and may receive needed treatment at the request of Dogmata.

Initials to confirm the Owner has read the previous section _____

- 8. Publicity and Likeness:** The Owner agrees that Dogmata may, in its sole discretion, photograph, videotape, and/or record the Owner's dog(s) while they are under Dogmata's care. Dogmata shall be the sole owner of all copyrights and all proceeds of tapings, photography, and recordings throughout the world and reserves all rights to reproduce, display, distribute and use an unlimited number of times in perpetuity, and license to others in any manner. Dogmata may use photographs, videotapes, and recordings of the Owner's dog(s) in any and all media and in the promotion, advertising, marketing and publicity of Dogmata.
- 9. Effect of waiver of breach.** Any waiver of or failure to enforce a breach of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or any other provision.
- 10. Arbitration; remedies.** Dogmata and the Owner agree to resolve any dispute that may arise between them (including, but not limited to, disputes concerning the interpretation, alleged breach or enforcement of this Agreement; Dogmata's care for the Owner's dog(s); any alleged negligence, intentional misconduct or other tortuous or wrongful conduct on the part of either party) through binding arbitration before a single, neutral arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator shall apply the laws of the State of Florida, without regard to conflict of laws, in any dispute between the parties. In the event a dispute arises between the parties, each shall have the right to seek all necessary and proper relief. Consistent with applicable law and his or her discretion, the arbitrator may award reasonable attorney fees and costs (including fees charged by the arbitrator) to the party of the prevailing in any arbitration proceeding. The Owner understands and agrees that he or she is waiving his or her right, if any, to a trial by jury in any dispute with Dogmata.
- 11. Interpretation.** This Agreement shall be interpreted as though drafted jointly by Dogmata and the Owner, and shall not be interpreted in favor or against either party.
- 12. Severability.** If an arbitrator or court declares or determines that any provision of this Agreement is invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision(s) shall be deemed not a part of the Agreement, but the remaining provisions shall continue in full force and effect.
- 13. Entire agreement; modification.** This Agreement, together with any Behavior Training Addendum executed concurrently with or subsequent to this Agreement, sets forth the entire agreement between the parties and supersedes all prior agreements or understandings, both written and oral, between the parties regarding the subject matter of this Agreement. The parties may modify this Agreement only through a writing signed by each.
- 14. Due consideration.** The Owner represents and agrees that:
- (a) He or she has had a reasonable opportunity to consider this Agreements before signing it;
 - (b) He or she has read this Agreement in full and understands all of the terms and conditions set forth herein;
 - (c) He or she knowingly and voluntarily agrees to all of the terms and conditions set forth herein and intends to be legally bound by them; and
 - (d) He or she has not relied and does not rely upon any representation or statement regarding the subject matter or effect of this Agreement made by any other party to this Agreement or any party's agents, attorneys or representative.

Date: _____ Owner's Printed Name: _____

Guardian's Signature: _____ Owner's Signature: _____