



TailWaggers Doggy Daycare®
Client Release of Liability, Indemnity and Assumption of Risk Agreement

Name of Dog(s) _____

I request that my dog(s) be accepted into TailWaggers Doggy Daycare® daycare, boarding or other programs offered by TailWaggers Doggy Daycare® (the "Activity" or the "Activities") offered by TailWaggers Doggy Daycare, LLC, TailWaggers Franchise Trio, LLC and/or their affiliates, employees, managers, members, officers, agents, successors, assigns, clients and franchisees (collectively, the "TW Parties") at any of their locations (collectively, the "TW Locations"). As lawful consideration for being permitted by TW Parties to participate in the Activities at any TW Location, I, on behalf of myself and my heirs, successors or assigns (collectively, "me" or "I"), agree to all of the terms of this Release of Liability, Indemnity and Assumption of Risk Agreement. My initials to the left of each numbered agreement below indicate my agreement and understanding of each term.

_____ 1. Dogs are animals and by nature can be unpredictable and inherently dangerous to themselves and other dogs and persons during participation in the Activities. I understand that certain other risks to my pet are inherently dangerous during participation in the Activities, and may include, but are not limited to, ingesting objects or substances, physical injuries, bloat, bee or insect stings, or contracting illnesses/infections (kennel cough, worms, fleas, etc.).

_____ 2. **I ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE INHERENTLY DANGEROUS RISKS INVOLVED IN HAVING MY DOG(S) PARTICIPATE IN THE ACTIVITIES. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING AND ALLOWING MY DOG(S) TO PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO FREELY ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY WHETHER CAUSED BY THE NEGLIGENCE OF TAILWAGGERS OR OTHERWISE (OTHER THAN INTENTIONAL MISCONDUCT BY TW PARTIES).**

_____ 3. I hereby expressly waive and release any and all claims, now known or unknown, against any TW Parties on account of injury or death or damage arising out of or relating to my dog(s)' participation in the Activities, whether arising out of the negligence of any TW Parties (other than intentional misconduct by a TW Party). I covenant not to make or bring any such claim against TW Parties, and forever release and discharge all TW Parties from liability under such claims.

_____ 4. I understand that I am solely responsible for any harm or damage caused by my dog(s) while participating in an Activity, including, without limitation, harm to another dog, a TW Party or TW properties caused by my dog. I shall defend, indemnify, and hold harmless TW Parties against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including veterinary bills and reasonable attorneys' fees, incurred by a TW Party, arising out or resulting from any claim related to my dog(s)' participation in the Activities.

_____ 5. I agree and understand that any problems (medical or otherwise) that relate to or develop with my dog(s) will be treated as determined by the TW Parties, in their sole and absolute discretion, and that I assume full responsibility for any and all expenses involved, including veterinary bills.

_____ 6. If any portion of this Agreement is held invalid, it is agreed that this Agreement shall be modified to the fullest extent of the law, and any valid portion shall continue in full legal force and effect. No TW Party has made any oral or written representations, statements or inducements about the Activities (including, without limitation, the condition of facilities or safety of Activities). The laws of the State of Wisconsin govern this Agreement, without regarding to conflict of laws provisions.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TAILWAGGERS. I ALSO REPRESENT THAT I AM THE LAWFUL OWNER OF THE DOG(S).

Client's Signature

Date

TW Staff Initials

TAILWAGGERS DOGGY DAYCARE is a registered trademark of TAILWAGGERS DOGGY DAYCARE LLC.

All Rights Reserved. TailWaggers Doggy Daycare® reserves the right to make changes to this Release of Liability, Indemnity and Assumption of Risk Agreement without advanced notice and to require Client to resign to continue participation in the Activities. This Release of Liability, Indemnity and Assumption of Risk Agreement applies to TailWaggers Doggy Daycare, LLC, and all of its franchise locations, including those which are independently owned and operated franchises.

Last updated 7.17.2019