

SNUGGLES AND HUGS 26781 HANNA RD. OAK RIDGE, TX 77386 936-443-3215 WWW.ACTIVEDOGCAMP.COM

## **Snuggles and Hugs Pet Care, LLC Boarding and Services Agreement**

## **NOTICE TO THE PET OWNER/GUARDIAN:**

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SNUGGLES AND HUGS PET CARE, LLC (referred to in this agreement as "Snuggles and Hugs"), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS. In consideration for my pet(s)\_\_\_\_\_\_\_ being permitted to be a pet guest at Snuggles and Hugs, by signing this document, I \_\_\_\_\_\_, Owner/Guardian, make the following representations, certify the accuracy of all information provided to Snuggles and Hugs at any time, and agree to all the following policies, procedures, terms and

## conditions stated below in this Snuggles and Hugs Pet Care, LLC Boarding and Services Agreement.

## Policies, Procedures, Terms and Conditions

- **Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- **Refusal of Service.** I understand Snuggles and Hugs reserves the right to deny admittance to any pet for any reason, at any time.
- Pet Requirements: I represent that my pet meets all of the following requirements: (1) is four months of age or older, (2) is current on his/her required vaccinations, (3) is on a monthly flea and tick preventative medication, (4) has been in good health for the last 30 days prior to check-in, (5) my pet is not aggressive (6) I have completed the Camper Profile Form and attended an evaluation, (7) my dog will enter and exit Snuggles and Hugs facility on a leash.
- Health. I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Snuggles and Hugs employees are not veterinarians and do not have backgrounds in animal medicine. Snuggles and Hugs employees cannot diagnose or detect illnesses in the pets that are staying at Snuggles and Hugs. I agree to assume all risk associated with the administration of medication by Snuggles and Hugs during my pet's stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY SNUGGLES AND HUGS, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST SNUGGLES AND HUGS, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM SNUGGLES AND HUGS OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- Flea and Ticks. I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at Snuggles and Hugs, that Snuggles and Hugs may administer a flea bath and flea spot treatment at my expense.
- Photo and Video Release. I agree to allow Snuggles and Hugs to use my pet's name and any images or videos taken while he/she is in the care of Snuggles and Hugs, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- **Personal Property.** I agree that Snuggles and Hugs shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or me. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.

- Veterinarian Care. I agree to allow Snuggles and Hugs to obtain veterinarian medical treatment and records for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. Snuggles and Hugs we will attempt to contact you. If you are not available, we will attempt to contact your veterinarian. At the discretion of Snuggles and Hugs, your dog may be taken to an Emergency Veterinary Clinic, or a veterinarian of Snuggles and Hugs's choice. It is understood that all expenses incurred due to your dog's illness or accident are the sole responsibility of the Pet Owner. Any expenses due Snuggles and Hugs are to be paid in full at the time that you pick your dog up from Snuggles and Hugs.
- Veterinarian Liability: I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at Snuggles and Hugs. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by Snuggles and Hugs, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of Snuggles and Hugs, or as a result from time spent at Snuggles and Hugs. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE SNUGGLES AND HUGS, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILTY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY.
- **Transportation.** I agree that if my pet is transported to or from Snuggles and Hugs by Snuggles and Hugs, its employees or agents that I AGREE TO HOLD SNUGGLES AND HUGS, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HARMLESS IN THE EVENT OF INJURY OR ACCIDENT DURING TRANSPORTATION.
- Active Camp. I understand that Snuggles and Hugs is a cage-free facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks, bruised or sore pads and scratches on my pet. While Snuggles and Hugs provides reasonable care and supervision in the playgroups, I understand and agree that Snuggles and Hugs employees/owners may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified. While every effort is made to closely supervise all dogs activities, there are times when they will be with other dogs unsupervised
- Aggressive Dogs. I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in services at Snuggles and Hugs. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs.
- **Payments.** I understand that payment is due for all services at time of drop off. Cash, Check or credit card are accepted. Rates are subject to change.
- **Boarding Reservations.** I understand that confirmed reservations are required for boarding services at Snuggles and Hugs. I understand a \$100 deposit is required at time of reservation. I understand there is a three (3) night minimum for all boarding reservations during any Peak/Holiday periods.
- Cancellations. Non-holiday/non- peak policy: I understand that all confirmed reservations for NON HOLIDAY/NON PEAK DAYS must be canceled at least seven (7) days prior to my pet's reserved arrival date. I further understand that a cancellation made within seven (7) days of my pet's arrival date, a no-show or no-call will result in reservation deposit forfeited and credit card on file will be charged \$100.
- Holiday/Peak Policy. I understand that all confirmed reservations for HOLIDAY/PEAK DAYS must be canceled at least fourteen (14) days prior to my pet's reserved arrival date. I further understand a 50% non-refundable deposit of total reservation is required to secure your suite. I understand this deposit will be deducted from the boarding cost at the time of drop off. Customers who are "no show, no call" or do not cancel within fourteen (14) days of the arrival date forfeit the entire deposit. I understand each pet that is boarding during a holiday will be charged a \$7.00 holiday fee.
- **Rescheduling Boarding**. I understand if a boarding visit is rescheduled, the original check in date will remain the reference point of any cancellation. If a boarding stay is then canceled within our cancellation period of the original check in date, it will result in a cancellation fee.
- Early departure: Regardless of reason, once a pet's stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my pet up prior to the scheduled departure date.

- **Policies.** I acknowledge that I have received, reviewed and signed a copy of Snuggles and Hug's "Policies." I HEREBY AGREE TO BE FULLY BOUND BY ALL THE TERMS AND CONDITIONS OF Snuggles and Hug's "POLICIES."
- Duty to Disclose. I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet's ability to participate in services provided by Snuggles and Hugs. I understand that Snuggles and Hugs is relying on and will rely on those representations to provide a safe environment for both humans and animals.
- Controversy or Claim. I agree that any controversy or claim arising out of, or relating to this contract, or breech thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.

WAIVER, RELEASE AND INDEMINFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD SNUGGLES AND HUGS PET CARE LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILTIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY SNUGGLES AND HUGS PET CARE LLC, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO SNUGGLES AND HUGS. (2) MY PET, INCLUDING BUT NOT LIMITED TO DISTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.

•Sole Agreement. This writing represents the sole agreement between Snuggles and Hugs and the Owner/Guardian.

• Affirmation. Each time I bring my pet into Snuggles and Hugs, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.

HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO SNUGGLES AND HUGS, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PREMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

I hereby understand that these claims are subject to change without notice. Check www.activedogcamp.com for the most current agreements, or contact Snuggles and Hugs at 936.443.3215.\*

Signature of Owner/Guardian:

Date:

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