

## **AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER**

I understand certain “activities” that my dog may participate in, including daycare, boarding, one-on-one play, pool activity, multiple dogs of one family sharing a kennel and movement within the facility, involve risk and possible injury, including but not limited to:

- Exposure to parasites, viruses, and other medical conditions passed from dog-to-dog or person-to-dog;
- Sprains, strains, bites, broken bones;
- Fatigue, hotspots, dehydration, nicks, cuts, or death.

I further understand that not each and every potential risk can be listed above but, nonetheless agree that the benefits associated with dog socialization outweigh the possible risks, therefore, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Hanover Your Pet LLC and its agents, successors, heirs, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my dog’s participation in activities at Hanover Your Pet LLC, including those allegedly attributable to the negligent acts or omissions of Hanover Your Pet LLC or their staff.

Further, I understand that I may be exposed to certain risks when bringing my dog to participate in activities at Hanover Your Pet LLC or when picking up my dog from participating in activities at Hanover Your Pet LLC. Such risks may include property damage and/or physical injury inside or outside the facility, such as from falling, slipping, illness, and/ or dog bites. Therefore, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Hanover Your Pet LLC, its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my dog’s participation in activities at Hanover Your Pet LLC, including those allegedly attributable to the negligent acts or omissions of Hanover Your Pet LLC or their staff.

### **ALLERGIES, SPECIAL DIETS, MEDICATIONS:**

I agree that I will disclose to Hanover Your Pet LLC any allergies my dog may have. I further agree to disclose to Hanover Your Pet LLC any special dietary needs or medications my dog may require if necessary during activities at Hanover Your Pet LLC.

### **VETERINARIAN CHARGES:**

### **AUTHORIZATION OF MEDICAL CARE**

If my dog is ill or injured while participating in activities at Hanover Your Pet LLC, Hanover Your Pet LLC will make every reasonable effort to reach me pursuant to the contact information I have provided Hanover Your Pet LLC. However, if Hanover Your Pet LLC is unable to reach me, I consent to Hanover Your Pet LLC seeking appropriate veterinary care and I accept

responsibility for any and all associated expenses. Hanover Your Pet LLC will not pay any portion of veterinary expenses associated with seeking medical care for my dog if so necessary.

I will not hold Hanover Your Pet LLC responsible for veterinarian charges for treatment of my dog(s) if Hanover Your Pet LLC, at their discretion, believe that my dog(s) are showing signs/symptoms of illness, or if they sustain an injury while receiving salon, hotel, or play care services at Hanover Your Pet LLC or if Hanover Your Pet LLC or I later discover that my pets need any sort of medical attention.

I understand that Hanover Your Pet LLC is not a veterinary clinic and that the Hanover Your Pet LLC staff does their best to administer medications, treatments and diet per my directions.

I agree to be reasonable relative to my expectations of Hanover Your Pet LLC and what they are able to do.

I further understand that should my dog(s) require medical attention, Hanover Your Pet LLC may seek such services from a suitable facility of its choosing, at my expense. I UNDERSTAND THAT Hanover Your Pet LLC STAFF IS NOT TRAINED IN VETERINARIAN MEDICINE AND ALTHOUGH THEY MAY NOT IMMEDIATELY RECOGNIZE HEALTH ISSUES, Hanover Your Pet LLC STAFF DO ATTEMPT TO BE PRUDENT IN THEIR ACTIONS.

I have had all my questions answered to my satisfaction.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

**I AGREE THAT Hanover Your Pet LLC, AND ITS AGENTS, WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT INJURY TO MY PETS THAT ARISES OUT OF, OR IS OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE FAILURE OR DEFECTIVENESS OF ANY ITEM PROVIDED OR THE NEGLIGENCE OF ANY SERVICE FURNISHED BY HANOVER YOUR PET LLC. I FURTHER WAIVE ALL CLAIMS AGAINST HANOVER YOUR PET LLC FOR ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES IN WHICH A DEFECT, NEGLIGENT ACT OR FAILURE, OR AN INJURY OR DAMAGE, RESULTS FROM ANY ITEM SUPPLIED OR SERVICE PROVIDED BY HANOVER YOUR PET LLC, OR ITS AGENTS, UNDER THIS AGREEMENT. I UNDERSTAND THAT HANOVER YOUR PET LLC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS OF MY PET SHOULD MY PET ESCAPE THE PREMISES. I AGREE THAT IN THE EVENT OF A LOSS OR DAMAGE CAUSED BY THE NEGLIGENCE OF HANOVER YOUR PET LLC, THE ONLY REMEDY AVAILABLE TO ME SHALL BE THE REFUND OF ANY MONIES THAT I HAVE PAID HANOVER YOUR PET LLC FOR THE MOST RECENT INVOICE. I AGREE TO BRING ANY SUCH CLAIMS OF NEGLIGENCE TO HANOVER YOUR PET LLC'S ATTENTION IN WRITING WITHIN THREE DAYS OF THE DATE BY WHICH MY SERVICE IS COMPLETE. I UNDERSTAND THAT A FAILURE TO TIMELY BRING ANY SUCH CLAIM UNDER THE TERMS OF THIS PARAGRAPH WILL RESULT IN A FULL AND FINAL WAIVER OF ANY SUCH CLAIM. I FURTHER AGREE TO INDEMNIFY AND HOLD HANOVER YOUR PET LLC HARMLESS AGAINST THIRD PARTIES FOR ANY AND ALL INJURIES AND/OR DAMAGES CAUSED BY MY PETS. HANOVER YOUR PET LLC EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A**

**PARTICULAR PURPOSE. I UNDERSTAND THAT I SHALL NOT HOLD HANOVER YOUR PET LLC RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM ANY INJURY TO OR LOSS OF MY PET(S).**

**SEVERABILITY**

**If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.**

**By signing below, Owner has read and fully understands the terms and conditions set forth above and agrees to abide by all the terms, conditions, and statements of this Agreement.**

**BY SUBMITTING THIS APPLICATION YOU ARE IN AGREEMENT WITH OUR WAIVER AND LIABILITY POLICY.**

**Owner of Dog \_\_\_\_\_ Date: \_\_\_\_\_**

**Authorized agent of Hanover your Pet LLC**

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

In accordance with the Virginia Comprehensive Animal Laws, we are required to provide you with this notice each time your pet visits with us. Please read and sign below indicating you are aware of this information. We will keep this copy on file in lieu of having you sign one each time you visit us.

## **NOTICE**

Article 3.1 Section 3.1-796-83:1, If an animal becomes ill or injured while in the custody of the boarding establishment or groomer, the boarding establishment or groomer shall provide the animal with emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment or groomer. The boarding establishment or groomer shall pay for veterinary treatment of any injury that the animal sustains while at the establishment or under the care or custody of a groomer if the injury resulted from the establishment's or groomer's failure, whether accidental or intentional, to provide the care required by Article 3.1 Section 3.1-796.68; however, boarding establishments and groomers shall not be required to bear the cost of veterinary treatment for injuries resulting from the animal's self-mutilation.

Hanover Your Pet, LLC and our employees pledge to provide the best possible care for your pet. As you know, some pets are unpredictable and the unexpected may occur. Therefore, by signing below, you waive and release Hanover Your Pet, LLC, its employees, owners and agents from all claims which may result while your pet is on the property of Hanover Your Pet, LLC, including, but not limited to, any injury or damage resulting from the action of any pet, including my own. I further agree to pay any veterinarian /medical expenses incurred as a result of injury caused by my pet. I also give Hanover Your Pet, LLC permission to seek veterinary care for my pet at my expense at the veterinarian of your choice if you deem it necessary. However, I will not hold Hanover Your Pet, LLC responsible if it fails to seek veterinary care for my pet.

Hanover Your Pet, LLC reserves the right to refuse any of our services to your pet.

If you are unable to keep your reservation or appointment, please notify us within 24 hours to avoid a cancellation charge. This charge will be \$10.00 per day for each day not cancelled.