

**VCA Wellington Family Pet Resort  
DOG DAY CARE AGREEMENT**

THIS DOG DAY CARE AGREEMENT ("*Agreement*") is made and entered into as of the last date set forth below, by and between VCA FAMILY PET RESORT (further referred to as "FPR" ) and the undersigned owner set forth below (further referred to as "Pet Parent").

1. **SERVICES; ENGAGEMENT.** FPR provides dog boarding, dog daycare and grooming services. Pet Parent hereby engages FPR to provide the services for his or her pet(s) (as set forth on the information sheet provided by Pet Parent) on the terms and conditions set forth in this Agreement and in any supplemental pet information or reservation forms provided in connection with this Agreement by FPR.

2. **PET PARENT REPRESENTATIONS; DUTY TO DISCLOSE.** Pet Parent represents and warrants to FPR that:

- Pet Parent is the rightful owner or caretaker of the pet, and his or her signature below is sufficient to enter into this Agreement for and on behalf of any other owner or representative of the pet, and Pet Parent is executing this Agreement for the pet, himself or herself and his or her heirs, successors, representatives or assigns;
- The pet is current on all required vaccinations and such other vaccinations as is required by FPR. Pet Parent agrees to provide documents confirming such vaccinations as requested by FPR, and shall provide proof of vaccinations for rabies, bordetella parvo, and influenza prior to any entry at the Company facilities or evaluation made by FPR;
- The pet is free of fleas, ticks, worms and other insects and parasites;
- The pet has no current illness or injury, except as has been disclosed to FPR;
- The pet has not bitten, or exhibited other aggressive behavior, towards any person or animal, except as has been previously disclosed to FPR; and
- Pet Parent has disclosed and shall continue to disclose on an on-going basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent the pet's ability to participate in play time or otherwise attend FPR's facilities.

3. **ACCEPTANCE OF RISK.** Unless Pet Parent has otherwise instructed to the contrary, Pet Parent acknowledges and agrees that his or her pet may be permitted to interact and play with other dogs and with FPR staff members. Pet Parent acknowledges that when dogs play in groups that nicks, bites or scratches may occur, and FPR may or may not notify Pet Parent immediately if the pet sustains any nicks, bites or scratches. Pet Parent further acknowledges that animals are unpredictable and there is a possibility of injury or death to the pet or to another animal or person. Therefore, as consideration of the services rendered by FPR, Pet Parent (A) hereby waives and releases FPR, and its invitees, sponsors, members, managers, advertisers, owners, officers, directors, employees, volunteers, invitees, agents, lessors, and any parties owning, controlling or having any interest in the property where the FPR facility is located, and all other representatives or agents of FPR (collectively, "*VCA Parties*") from any and all claims, actions, damages or liability for injury, sickness or illness suffered by his or her pet while in the care of FPR or otherwise relating to the care, control, health and/or safety of the pet arising from pick up, FPR facilities, except to the extent such illness or injury is the result of FPR's gross negligence or intentional misconduct, and (B) agrees not to initiate any legal proceedings against FPR or any VCA Parties with respect to such released claims. "Sickness and illness" shall be defined to include any illness, including, without limitation, bordetella (kennel cough) or any other form of contagious illness.

4. **INDEMNIFICATION; LIABILITY. AS CONSIDERATION FOR THE SERVICES RENDERED BY FPR, PET PARENT WILL INDEMNIFY, DEFEND AND HOLD FPR AND VCA PARTIES**

HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND VETERINARY COSTS AND EXPENSES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT (INCLUDING ABANDONMENT OF THE PET AT FPR FACILITY), OR OTHERWISE RELATED TO ANY AND ALL ACTS OF BEHAVIOR OF THEIR PET(S), WHICH MAY INCLUDE, WITHOUT LIMITATION, INJURY OR DEATH TO A PET OR ANIMAL AT THE FACILITY OR INJURY OR DEATH TO A STAFF MEMBER OF FPR OR ANY OTHER MEMBER OF THE PUBLIC. IN NO EVENT WILL FPR OR ANY VCA PARTY BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.

**This contract will remain on file for your pet(s) and will expire one year from the date it was signed.**

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Name (Print): \_\_\_\_\_ Pet(s) Name(s): \_\_\_\_\_

FPR Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_