



## Rocky's Retreat Boarding / Daycare

### Agreement, Indemnity, Release & Waiver

I, the undersigned, warrant and certify that I am the owner or person responsible for the dog(s) brought to Rocky's Retreat, 2826 Shader Road, Orlando, FL 32808 for either boarding or daycare. Unless explicitly requested not to do so, I understand that my dog will engage in a customized exercise program while in the care of Rocky's Retreat. I further understand the workout program created for my dog and corresponding outcome are dependent upon a number of factors including but not limited to the condition and age of the dog.

I understand I am responsible for, and agree to provide Rocky's Retreat staff with the latest complete information about my dog(s), including underlying medical conditions, medications, physical limitations, behavior concerns, veterinarian name and contact information, and veterinarian recommendations and limitations for the dog(s) brought to Rocky's Retreat. I agree that I am ultimately responsible for determining whether boarding or daycare activities are appropriate for my dog(s). I further agree that I am responsible for any risk posed by undisclosed medical conditions or behavior concerns.

I understand that by allowing my dog(s) to participate in the any boarding or daycare program offered through Rocky's Retreat, I give my permission for staff to take photographs, and/or videos, and to use the images or videos of my dog in printed matter, internet sites, or other promotional or advertising capacities. Photographs and videos are the property of Rocky's Retreat.

I acknowledge that should I give permission for my dog to participate in group play activities, I recognize the possible risks involved in this activity, including but not limited to minor nicks and scratches. I accept full responsibility for any illness or injury that might happen to my dog(s), and accept full financial responsibility for any charges that may occur. I also accept full responsibility for any damage or injury to persons, property or animals arising out of my dog's participation in daycare, use of the grounds, facility, or pool, and the actions and conduct of the undersigned and my dog(s). Accordingly I agree to indemnify Rocky's Retreat, Inc., and its owners, employees, and independent contractors, for monetary damages and attorney fees; and further waive all personal claims and releases against Rocky's Retreat, Inc., its owners, employees, and independent contractors for damage, injury or death sustained by me, arising out of my dog's participation in the activities and services provided by Rocky's Retreat or Barking Dog Fitness, or presence on or use of the premises where services are performed; and further waive subrogation claims of insurers. As a client of Rocky's Retreat, Inc., I understand that my dog(s) and any person I bring onto the property enter / swim / participate at our own risk.

It is my express intent that this Release and Hold Harmless Agreement shall also bind the members of my family and all respective heirs, executors, administrators, legal representatives, successors, and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

By signing below, I acknowledge that I have read and fully understand this Agreement, Indemnity, Release & Waiver.

Signature: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Printed Name: \_\_\_\_\_