

## A Ruff Day Bark Club Member Application and Waiver

Primary Pup Parent					
Additional Pup Parent	:				
Address					
City		State	Zi	Zip Code	
Primary Cell		Additional Cell	W	Work	
Primary Email		Additional Email	Additional Email		
PUP INFORMATION	l				
		listed below. A Service Agree s for services can be schedule		vaccination records must be provided	
Pup Name	Breed	Age	Color	Sex (Spayed / Neutered)	
Pup Name	Breed	Age	Color	Sex (Spayed / Neutered)	
Pup Name	Breed	Age	Color	Sex (Spayed / Neutered)	
VETERINARIAN INF	FORMATION				
Clinic Name		Attending Doctor	Pł	none	
EMERGENCY CONT	ACT OR AUTHORIZ	ED PICKUP			
AN EMERCENCY CO.	ITA OT MUICT DE COM	TONE OTHER THAN VOLUDGE			

AN EMERGENCY CONTACT MUST BE SOMEONE OTHER THAN YOURSELF. In the event of an emergency, in which you cannot be contacted, you grant your Emergency Contact full authority to make decisions concerning the care and medical treatment of your pet/s. You convey full authority for RFDBC. to make emergency decisions concerning your pet/s if we are unable to reach you or your Emergency Contact or no Emergency Contact is provided. In the case of an emergency requiring a facility evacuation, you or your Emergency Contact must be available to promptly pick up your pet/s.

MUST p	present photo	identification	before any	pup is re	eleased into	their care.
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Contact Name Phone



## A Ruff Day Bark Club Member Policies

#### **MEDICAL REQUIREMENTS**

#### \_VACCINES

All members must have proof of required vaccines at least 14 days before for boarding and daycare. Pups must be current on:

- Rabies
- Distemper/Parvo (DHLPP) or (DHPP)
- Bordetella
- Canine Influenza Flu (H3N2 & H3N8)

#### **MINIMUM AGE**

For boarding, enrichment or membership, your pup must be at least 4 months of age. All pup must be spayed and neutered by the age of 8 months to be a guest at RDBC.

#### **PARASITE PROTOCOL**

All pups entering the facility must be free of external parasites such as fleas and ticks, as well as internal parasites such as Hookworm, and Roundworm. Any pup discovered with parasites will be administered appropriate treatment to resolve the infestation. You are responsible for any and all costs incurred by RDBC. for treatment, veterinary care and medication required for the care of your pup/s.

- You declare your pup/s has been free of any external or internal parasites for at least thirty (30) days
- You declare your pup is on a regular preventative for external/ internal parasites including fleas, ticks & heartworm

#### **MEDICINE**

- Medicine will be distributed per instructions on behavior form & only as prescribed and directed by a Veterinarian
- Any pill medication must be put in a pill box with the correct dosage and instructions
- You must disclose all medical or other conditions

#### **VETERINARIAN LIABILITY AND CARE**

RDBC will have the right to obtain medical treatment their sole discretion if it appears that your pup may be ill, injured or exhibits any other behavior that would reasonably suggest that your pup may need medical treatment. Reasonable efforts will be made to contact you. If you or your emergency contact is not able to be reached, you hereby grant the veterinarian and RDBC the right to make medically necessary decisions for your pup's treatment, and release the veterinarian and RDBC from all liability for the same. RDBC will have the right to seek veterinary treatment from an alternative veterinarian if: (i) the Member needs urgent care and another veterinarian is closer, (ii) RDBC is unable to reach the Designated Veterinarian, or (iii) RDBC is unable to transport the Member to the Designated Veterinarian. If a Member passes away at the Club, it will be brought to its or the nearest veterinarian. YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT.



#### **FINANCIAL POLICY**

#### DROP OFF AND PICK UP

Pup's may be checked in and checked out at any time during operating hours. If pup are checking in prior to 5PM, a full day of enrichment will be charged of \$35.00. If pup's are checked out after 12PM, a half day of enrichment will be charged of \$25.00.

#### **RESERVATIONS AND CANCELLATIONS**

- A credit card is required at the time of booking. A deposit equal to one full night will be required. Reservations canceled less than 72hrs will forfeit the deposit.
- Holiday reservations require a one night non-refundable deposit along with a 3-night minimum stay.

#### MEAL

All food must be brought in and separated by am and pm feeding a fee of \$2.50 per meal will be charged for a pup without food.

#### **AGGRESSIVE BEHAVIOR**

To protect the health and well-being of pets, our staff and clients RDBC reserves the right to alter, refuse or cancel services if:

- Your pup displays aggressive or destructive behavior
- Your pup has any history of aggressive or destructive behavior

#### LEASH POLICY

You are required to control your pup at all times, on a leash or in a carrier, when entering and leaving any RDBC Property. You are solely responsible for your pup's behavior and any damages or injuries resulting from your pup's action.



# Pup Behavior Questionnaire

How long has the pup lived with you?					
From where did you obtain him/her?					
Personality (Please check which one applies)					
☐ Calm ☐ Playful ☐ Aggressive ☐ High Energy					
Situations which may stress out your pup?					
Situations which may cause unfriendly behavior?					
Enjoys car rides?					
House trained?					
Formal Obedience Training?    Yes    No					
Crate trained?					
Does your pup sleep in a crate at home?					
Has your pup ever stayed at a boarding facility before?					
Bitten a person?					
Bitten another dog?					
Any places where your pup does not like to be handled?					
Has your pup ever been attacked?					
Would you be open to connecting with other members with similar interests?					
Would you be open to connecting with other members whose dogs have played well with yours?					
If we were producing a speaker/event series, who are some people or topics you would be interested in?					
Which, if any, of the following behaviors does your pup exhibit?  None of the Below Jumping on people when they come in the house Barking incessantly at the door Pulling on the leash during walks Refusing to come when called Laying under the table or behind furniture when people come over Refusing to move from furniture when you want to sit Lunging at other dogs/barking at other dogs Refusing to release a toy/ball					
What kind of activites do you like to do with your dog?  Hiking (rigorous) Walk/Hile (slow pace) Hang at Park Agility Travel Go to cafes/shopping Swimming/boating Obedience Picnics Play Fetch Watch TV Dinner Parties					



Has your pup ever jumped a fence or barrier?						
Has your pup ever socialized with a large group of dogs (8 or more?)  Yes No Please describe:						
Does your pup play well with dogs of all sizes?						
Are there any restrictions that should be placed on						
DIETS AND MEDICATIONS						
Does your pup have any allergies or any other conditions?						
Is it OK if your pup has a treat at bedtime if boarding?						
If your pup is not eating their food, do you have a preference on what we can offer to entice eating?						
MEDICATIONS       Yes       No       (If yes, please list all medications)         Medication						
FEEDINGS Client Provided - Brand Name						
Morning     Quantity     Special Instructions       Afternoon     Quantity     Special Instructions       Evening     Quantity     Special Instructions						



## A Ruff Day Bark Club Waiver

MEMBER RELEASE, WAIVER OF LIABILITY, ASSUMPTION FO RISK AND INDEMNIFICATION AGREEMENT ("THE AGREEMENT")

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE AND AGREE that all the information provided in this Member Application is complete and accurate to the best of my knowledge. I consent to Bow Wow Nona, LLC. ("BOW"), RUFF DAY HOLDINGS, LLC, ("RDH"), and A Ruff Day Bark Club ("RDBC") any related entity use of such information for all lawful business purposes which may include, but is not limited to, for example, providing BOW, RDH, RDBC services to you, operating the BOW, RDH, RDBC businesses, and using data that includes information about you and your Member for marketing or other purposes. I further acknowledge and agree that I have read, understand and agree to all the terms and conditions contained in the Member Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement, as they may be amended from time to time, which are attached and fully incorporated into this application by reference. I hereby execute this Application and the Agreement for my Member, myself and my heirs, successors, representatives and assigns. I further attest that if I am not the owner or sole owner of the Member(s) for whom this Member Application has been completed, my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative. If signing electronically, I hereby agree that my signature will be deemed an original and take the place of my wet-ink signature. If signing in ink, I hereby agree that a true and correct copy of this document may be produced in lieu of the original application. Should a copy be produced, I understand that it is legally enforceable and does not affect the terms of the application in any way. By signing the Member Application, I acknowledge and agree that my dog(s) will be commingling with dogs from other families while in the care of BOW, RDH, RDBC. No amendments, modifications, or supplements to this Agreement shall be valid unless in writing and signed by both parties.

PARENT'S SIGNATURE	PRINTED NAME	DATE	
BOW, RDH, RDBC ACCEPTED THIS APPLICATION	ON THE DAY OF	20	
EMPLOVEE			

MEMBER RELEASE, WAIVER OF LIABILITY, ASSUMPTION FO RISK AND INDEMNIFICATION AGREEMENT ("THE AGREEMENT") THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE OWNER(S) OF BOW, RDH, RDBC, DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for your pup(s) (Member) being permitted to come to the Club or use in-home pet care services, you agree to all the policies, procedures, release, terms and conditions set forth below. The following Agreement will apply at each Club location, regardless of ownership, as well as to BOW, RDH, RDBC and its affiliates, employees, owners, agents and representatives (collectively, each Club and BOW, RDH, RDBC shall hereinafter be referred to as "BOW, RDH, RDBC").

#### 1. ALL CLUB MEMBERS MUST:

- be current on Rabies, Distemper, Parvo, Bordetella, and any other required vaccinations
- be at least 4 months of age
- be spayed or neutered if 8 months of age excluding training
- be in general good health and free of ticks and fleas
- be non-aggressive towards other dogs and people
- not be protective of toys
- complete the BOW, RDH, RDBC interview process to BOW, RDH, RDBC's satisfaction in its sole discretion)
- meet all municipal and state licensure and other requirements
- be leashed when entering and exiting the Club
- 2. FOOD: Pups will be fed in accordance with the instructions provided in the pup's application or instruction you later provide. While at the Club, pups do not get fed lunch. If you want your pup to eat lunch, you must provide the Club a container marked with your Member's name and feeding instructions.
- 3. PERSONAL PROPERTY: BOW, RDH, RDBC WILL NOT BE LIEABLE FOR ANY LOST, STOLEN OR DAMAGED PERSONAL PROPERTY BELONGING EITHER TO YOU OR YOUR MEMBER. IF YOUR MEMBER CAUSES ANY PERSONAL PROPERTY DAMAGE TO THE CLUB, THE SITE WHERE IN-HOME PET CARE SERVICES ARE PROVIDED, ANOTHER MEMBER, OR OTHERWISE, YOU WILL BE LIABLE FOR THE FULL COST OF ALL TREATMENT, REPAIRS AND REPLACEMENTS.



- 4. FEES: You must pay for all services and products by credit card, cash or check. All payment is due at the time you pick your Member from the Club or at the time in-home pet care services are completed. You give your express permission for BOW, RDH, RDBC to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.
- 5. TRAINING AND INTERVIEWS: You hereby consent to the Club's use of your pup for staff training, dog training, and new Member interviews while your pup is in our care. You acknowledge that pups in the Club for training or interview purposes may not meet all Club Member qualifications.
- 6. CANCELLATION AND REFUND POLICY: You will be charged the equivalent of one (1) full day of doggy day care if you fail to cancel a reservation for doggy day care twenty-four (24) hours in advance of drop off time. You will be charged one (1) full day of boarding if you fail to cancel your boarding reservation at least forty-eight (48) hours in advance of drop-off time. Notwithstanding the above, if your boarding reservation is within three (3) days of a nationally recognized holiday, you must cancel your reservation within seventy-two (72) hours or you will be charged a no-show fee equal to two (2) nights of boarding.
- 7. AGGRESSIVE DOGS: Although BOW, RDH, RDBC loves all pups to come to the Club, your pup may not be aggressive and must pass BOW, RDH, RDBC's interview process in BOW, RDH, RDBC's sole discretion. Your pup may be separated from other pups or asked not to return to the Club if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of BOW, RDH, RDBC.
- 8. ABANDONED PUPS: No pup may be left at the Club after the scheduled pick up time without communication from you. If your pup is left at the Club without any contact, instruction or notification regarding its pick up from you or your authorized representative, your pup will be deemed "abandoned" at 7 p.m. on the seventh (7th) day after the scheduled pick up date. If your pup is Abandoned at the Club, BOW, RDH, RDBC will become its legal owner and guardian. BOW, RDH, RDBC will, in its sole discretion, determine whether to re-home the pup or relinquish it to a shelter or rescue of BOW, RDH, RDBC's choice. YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR PUP AT THE CLUB, YOU MAY BE UNABLE TO RETRIEVE POSSESSION OF YOUR PUP AND WILL HAVE NO RECOURSE AGAINST BOW, RDH, RDBC.
- 9. DUTY TO DISCLOSE: You must disclose on a continuing basis any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that in BOW, RDH, RDBC's sole discretion may affect, limit or prevent your pup's ability to participate in any Club activity or in-home pet care services.
- 10. ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK: YOU FULLY UNDERSTAND THAT: (a) THER ARE INHERENT AND POTENTIAL RISKS INVOLVED WITH INTERACTIONS BETWEEN HUMANS AND DOGS, AS WELL AS BETWEEN DOGS AND OTHER DOGS, WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR DOG; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO YOU OR TO BOW, RDH, RDBC, NOR READILITY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). YOU FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR DOG'S PARTICIPATION AT ANY CLUB, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF OR CAUSED BY YOUR DOG. "SICKNESS" INCLUDES ANY ILLNESS NOT LIMITED TO BORDETELLA (CANINE COUGH), BLOAT, OR ANY OTHER FORM OF CONTAGIOUS DISEASE.
- 11. VETERINARIAN LIABILITY AND CARE: BOW, RDH, RDBC will have the right to obtain medical treatment for your pup, if, in BOW, RDH, RDBC's sole discretion, it appears that your pup may be ill, injured or exhibits any other behavior that would reasonably suggest that your pup may need medical treatment. Reasonable efforts will be made to contact you when BOW, RDH, RDBC determines that medical treatment is necessary, but if BOW, RDH, RDBC is unable to contact you or your emergency contact, BOW, RDH, RDBC and the veterinarian may rely on this Section 10 as your consent to treat your pup. You hereby grant the veterinarian and BOW, RDH, RDBC the right to make medically necessary decisions for your pup's treatment, and release the veterinarian and BOW, RDH, RDBC from all liability for the same. If you are unable to be reached but your emergency contact is reached, you hereby grant your emergency contact the right to make medically necessary decisions for your pup's treatment. BOW, RDH, RDBC will first attempt to seek treatment from the veterinarian provided in the Application ("Designated Veterinarian"), but will have the right to seek veterinary treatment from an alternative veterinarian if: (i) the pup needs urgent care and another veterinarian is closer, (ii) BOW, RDH, RDBC is unable to reach the Designated Veterinarian, or (iii) BOW, RDH, RDBC is unable to transport the pup to the Designated Veterinarian. If a pup passes away at the Club, it will be brought to its or the nearest veterinarian. YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT. You must also provide veterinary records to BOW, RDH, RDBC upon request, and you hereby grant BOW, RDH, RDBC permission to request and obtain veterinary records directly from your Designated Veterinarian, if BOW, RDH, RDBC is unable to obtain necessary records from you.



12. TRADE SECRETS: I understand that during my tour of this BOW, RDH, RDBC facility, I may see confidential information, intellectual property, and trade secrets (collectively, "Proprietary Information") that are the unique and exclusive property of BOW, RDH, RDBC. I acknowledge that BOW, RDH, RDBC has spent considerable money and effort developing and guarding the Proprietary Information and that any unauthorized disclosure or use of this Proprietary Information would be wrongful and would cause irreparable injury and harm to BOW, RDH, RDBC and its affiliates. By signing this form, I agree that I will not, at any time, publish, disclose, divulge or in any manner communicate the Proprietary Information to any person or entity or use such Proprietary Information, directly or indirectly, for my own benefit or for the benefit of any other person or entity. I recognize that my participation in this tour does not grant me any property rights, by license or otherwise, to any Proprietary Information. This constitutes my entire agreement with BOW, RDH, RDBC with respect to the subject matter hereof.

13. WAIVER, RELEASE AND INDEMNIFICATION: YOU HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND BOW, RDH, RDBC, their invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessors, and all others having an interest in any BOW, RDH, RDBC party (collectively, the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releasees, (ii) your pup's participation at any Club, in-home pet care services, or otherwise. YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. YOU ALSO EXPRESSLY AND FOREVER RELEASE BOW, RDH, RDBC FROM ANY DUTY TO PROTECT YOU OR YOUR MEMBER FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY BOW, RDH, RDBC WILL NOT WAIVE BOW, RDH, RDBC'S RIGHT TO BE INDEMNIFIED AS PROVIDED HEREUNDER, AND SUCH PRECAUTIONS WILL NOT ALTER THIS RELEASE. I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF BOW, RDH, RDBC TO THE GREATEST EXTENT PERMITTED BY LAW; I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.