



## A Ruff Day Bark Club Member Application and Waiver

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Primary Pup Parent

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Additional Pup Parent

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Address

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City

State

Zip Code

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Primary Cell

Additional Cell

Work

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Primary Email

Additional Email

### HOW DID YOU HEAR ABOUT US?

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### PUP INFORMATION

This agreement is for the care of those pets listed below. A Service Agreement and current vaccination records must be provided for each pet listed below before reservations for services can be scheduled.

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Pup Name	Breed	Birthday	Age	Color	Weight	Sex (Spayed / Neutered)
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Pup Name	Breed	Birthday	Age	Color	Weight	Sex (Spayed / Neutered)
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Pup Name	Breed	Birthday	Age	Color	Weight	Sex (Spayed / Neutered)
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### VETERINARIAN INFORMATION

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Clinic Name

Attending Doctor

Phone

### EMERGENCY CONTACT OR AUTHORIZED PICKUP

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 present photo identification before any pup is released 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.



# A RUFF DAY

BARK CLUB

## 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?       Yes       No

House trained?       Yes       No

Formal Obedience Training?       Yes       No

Crate trained?       Yes       No

Does your pup sleep in a crate at home?       Yes       No

Has your pup ever stayed at a boarding facility before?       Yes       No

Bitten a person?       Yes       No

Bitten another dog?       Yes       No

Any places where your pup does not like to be handled?       Yes       No

Has your pup ever been attacked?       Yes       No

Would you be open to connecting with other members with similar interests?       Yes       No

Would you be open to connecting with other members whose dogs have played well with yours?       Yes       No

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 activities do you like to do with your dog?

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Hiking (rigorous) | <input type="checkbox"/> Walk/Hike (slow pace) | <input type="checkbox"/> Hang at Park     | <input type="checkbox"/> Agility        |
| <input type="checkbox"/> Travel            | <input type="checkbox"/> Go to cafes/shopping  | <input type="checkbox"/> Swimming/boating | <input type="checkbox"/> Obedience      |
| <input type="checkbox"/> Picnics           | <input type="checkbox"/> Play Fetch            | <input type="checkbox"/> Watch TV         | <input type="checkbox"/> Dinner Parties |



# A RUFF DAY

BARK CLUB

Has your pup ever jumped a fence or barrier?  Yes  No

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?  Yes  No  
If no, please describe: \_\_\_\_\_

Are there any restrictions that should be placed on your pup's activities? If yes, what activities?  Yes  No  
\_\_\_\_\_

## 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?  Yes  No

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 _____	<input type="checkbox"/> Morning	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Evening	Quantity _____
Medication _____	<input type="checkbox"/> Morning	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Evening	Quantity _____
Medication _____	<input type="checkbox"/> Morning	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Evening	Quantity _____

**FEEDINGS**  Client Provided - Brand Name \_\_\_\_\_

<input type="checkbox"/> Morning	Quantity _____	Special Instructions _____
<input type="checkbox"/> Afternoon	Quantity _____	Special Instructions _____
<input type="checkbox"/> Evening	Quantity _____	Special Instructions _____



## A Ruff Day Bark Club Waiver

### MEMBER RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF 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") and Narcoossee Park Condominium Association ("NPCA") 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, NPCA services to you, operating the BOW, RDH, RDBC, NPCA 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 this 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, NPCA. 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\_\_\_\_\_

EMPLOYEE \_\_\_\_\_

MEMBER RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF 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, NPCA. 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, NPCA and its affiliates, employees, owners, agents and representatives (collectively, each Club and BOW, RDH, RDBC, NPCA shall hereinafter be referred to as "BOW, RDH, RDBC, NPCA").

#### 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, NPCA interview process to BOW, RDH, RDBC, NPCA'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, NPCA WILL NOT BE LIABLE 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, NPCA 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, NPCA loves all pups to come to the Club, your pup may not be aggressive and must pass BOW, RDH, RDBC, NPCA's interview process in BOW, RDH, RDBC, NPCA'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, NPCA.

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, NPCA will become its legal owner and guardian. BOW, RDH, RDBC, NPCA will, in its sole discretion, determine whether to re-home the pup or relinquish it to a shelter or rescue of BOW, RDH, RDBC, NPCA'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, NPCA.**

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, NPCA's sole discretion may affect, limit or prevent your pup's ability to participate in any Club activity or in-home pet care services. None of Owner's Dogs has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner's Dogs are vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner's Dogs can still contract Kennel Cough. Owner agrees that Owner will not hold BOW, RDH, RDBC, NPCA responsible if Owner's Dogs contract Kennel Cough or other dog to dog transmittable ailments.

10. FLEA/TICK FREE: All dogs must be flea and tick free. Should any of Owner's Dogs be observed to have fleas or ticks, a flea/tick bath treatment will be applied to the dog in question, and charged to Owner at a rate of up to \$80.00 depending on severity and size of dog.

11. GROUP PLAY: All Owner's Dogs must pass a general behavior assessment in order to attend Daycare. None of Owner's Dogs who show any signs of any type of aggression will be admitted to group play. Owner further understands and agrees that in admitting Owner's Dogs to Daycare, Owner is representing to BOW, RDH, RDBC, NPCA that Owner's Dogs are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dog. Any of Owner's Dogs demonstrating aggression or other behavior deemed unacceptable by RDBC staff may be required to leave Daycare.

12. RELEASE OF LIABILITY: Owner understands and agrees that during normal dog play, Owner's Dogs may sustain injuries. Dog play is monitored by RDBC staff to attempt to avoid injury, but scratches, punctures, torn ligaments, and other injuries may occur despite such supervision. Owner further understands and agrees that neither BOW, RDH, RDBC, NPCA nor any of its owners, shareholders, members, officers, employees, or volunteers will be liable for any illness, injury, death, and/or escape of Owner's Dogs, and Owner hereby releases BOW, RDH, RDBC, NPCA of any liability of any kind whatsoever arising from or as a result of Owner's Dogs attending RDBC. Owner specifically, without limitation, agrees to fully indemnify BOW, RDH, RDBC, NPCA for any and all such liability, claims, suits, actions, losses, injury or damage. Owner specifically agrees to indemnify and hold harmless BOW, RDH, RDBC, NPCA as to any loss, cost, claim, injury, damage or liability, sustained or incurred which is caused by an act or omission, whether negligent, intentional or otherwise, of an employee, representative, or agent of BOW, RDH, RDBC, NPCA. Any warranties of merchantability or fitness for a particular purpose to the fullest extent permitted are hereby disclaimed by BOW, RDH, RDBC, NPCA.



13. VETERINARIAN LIABILITY AND CARE: BOW, RDH, RDBC, NPCA will have the right to obtain medical treatment for your pup, if, in BOW, RDH, RDBC, NPCA'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, NPCA determines that medical treatment is necessary, but if BOW, RDH, RDBC, NPCA is unable to contact you or your emergency contact, BOW, RDH, RDBC, NPCA 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, NPCA the right to make medically necessary decisions for your pup's treatment, and release the veterinarian and BOW, RDH, RDBC, NPCA 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, NPCA 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, NPCA 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, NPCA upon request, and you hereby grant BOW, RDH, RDBC, NPCA permission to request and obtain veterinary records directly from your Designated Veterinarian, if BOW, RDH, RDBC, NPCA is unable to obtain necessary records from you.

14. TRADE SECRETS: I understand that during my tour of this BOW, RDH, RDBC, NPCA 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, NPCA. I acknowledge that BOW, RDH, RDBC, NPCA 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, NPCA 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, NPCA with respect to the subject matter hereof.

15. GROOMING: Expense to be paid if Owner's Dogs' nails are too long and causing breaking of skin or deep scratches to staff, volunteers, and/or other dogs. Nail trim costs up to \$15.00. In addition, if Owner's Dogs happen to soil their fur, RDBC will bathe them at Owner's expense.

16. PHOTO AND VIDEO RELEASE: Owner agrees to allow RDBC to use Owner's Dogs' names and any images or likenesses of Owner's Dogs taken while he/she is at RDBC, in any form, for use at any time, in any media, marketing, advertising, illustration, trade or promotional materials, without compensation, and Owner releases to RDBC all rights that Owner may possess or claim to such image, likeness, recording, etc.

17. I hereby authorize Producer to record and edit into the Program and related materials my name, likeness, image, voice and participation in and performance on film, tape or otherwise for use in the above Program or parts thereof (the "Recordings"). I agree that the Program may be edited and otherwise altered at the sole discretion of the Producer and used in whole or in part for any and all broadcasting, non-broadcasting, audio/visual, and/or exhibition purposes in any manner or media, in perpetuity, throughout the world. Producer may use and authorize others to use all or parts of the Recordings. Producer, its successors and assigns shall own all right, title and interest, including copyright, in and to the Program, including the Recordings, to be used and disposed of without limitation as Producer shall in its sole discretion determine.

18. RIGHT OF REFUSAL: RDBC reserves the right to refuse admittance to any dog or dismiss any dog that does not meet or maintain the health, temperament or other Daycare standards. The determination shall be made at the sole discretion of RDBC.

19. RULES CHANGE: RDBC may change the rules governing Owner and Owner's Dogs at any time, without notice, subject to the absolute discretion of RDBC and Staff.

20. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. WAIVER OF JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER





THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

22. ASSIGNMENT: This Agreement, including any membership interests connected hereto, and any items or privileges connected hereto or thereto, may not be assigned or conveyed to a third party at any time under any circumstances. Assignment or conveyance of any of the foregoing shall lead to immediate termination of this Agreement and all rights or privileges appurtenant hereto.

23. RETURN OF ITEMS: Upon termination or expiration of this Agreement, Owner shall immediately return any items obtained from RDBC to be used during the term of Owner's membership by delivering same to the address of the daycare or at such other address as RDBC may, from time to time, specify.

24. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. FULL FORCE AND EFFECT: Owner further understands and expressly agrees that each and every of the foregoing provisions contained in paragraphs 1-21 shall be in force and effect and shall apply to each and every occasion on which Owner's Dogs stay with RDBC for Daycare or other services, as the case may be. This Agreement shall remain in full force and effect as between the Parties until and unless otherwise cancelled or superseded in writing, signed by both of the Parties.

#### CONDITIONS; WAIVER AND RELEASE OF LIABILITY

THIS AGREEMENT is entered into by and between RUFF DAY BARK CLUB, LLC ("RDBC") and the individual whose name is listed below, and who is the owner (the "Owner" and RDBC and Owner are hereinafter sometimes referred to, collectively, as the Parties, and each a Party) of the dog(s) more particularly described in Exhibit A attached hereto ("Owner's Dogs").

#### RECITALS:

WHEREAS, RDBC wishes to allow Owner and Owner's Dogs to utilize the Park (defined below); and WHEREAS, Owner wishes to use, and have Owner's Dogs use the Park (defined below); and WHEREAS, RDBC wishes to protect its interests in allowing Owner and Owner's Dogs to utilize RDBC's facilities and establish rules for Owner's and Owner's Dogs' use of the Park (defined below); and WHEREAS, the covenants, representations, warranties, indemnity clauses, and waivers contained herein are considered by RDBC the best way to protect its interests; and WHEREAS, Owner fully understands all covenants, representations, warranties, indemnity clauses, and waivers contained in this Agreement, and by Owner's signature, agrees to ensure the continuing validity and to be bound by all of the foregoing. NOW, THEREFORE, the Parties agree as follows:

1) Owner is aware that RDBC is designed to be a bar with a private dog park (collectively, the "Park") that allows dogs to remain off leash in designated areas. RDBC assumes no liability for any injuries sustained to or by Owner or Owner's Dogs.

2) Owner understands and agrees that Owner must vigilantly supervise and be in control of Owner's Dogs at all times during Owner and Owner's Dogs visits to the Park. Owner must ensure Owner's Dogs are kept on a leash in all areas of the Park not explicitly designated as an off-leash area. Owner shall observe all leash laws to which Owner and Owner's Dogs are subject traveling to and from the Park.

3) Owner understands that Owner is fully responsible for Owner's Dogs behavior, and shall promptly break up any disturbances or fights involving Owner's Dogs. Owner also understands that Owner is fully responsible for cleaning up after Owner's Dogs, and shall dispose of all waste in a manner commensurate with any waste cleanup policy implemented by RDBC.

4) Owner understands that in admitting Owner's Dogs to the Park, Owner is representing to RDBC that Owner's Dogs have never previously harmed humans or other animals in any manner, and have never exhibited any signs of aggressive or threatening behavior towards humans or other animals in any manner. Owner understands that should any of Owner's Dogs display or demonstrate



aggressive behavior, or behavior deemed unacceptable by any member of the Park's staff ("Staff"), Owner shall be required to remove Owner's Dogs from the Park.

5) Owner's Dogs have been evaluated by a veterinarian and have been deemed by said veterinarian to be healthy, are at least FOUR (4) months old, are spayed or neutered if older than SIX (6) months, and are current on all vaccinations, including but not limited to DHPP/DAPP, Bordetella, and Rabies. Prior to visiting the Park and upon request by any of the Staff, Owner shall provide proof of current vaccinations to RDBC. None of the Owner's Dogs has any condition that could potentially jeopardize the health of other dogs or people at the Park, or any potentially communicable condition, nor had any such condition within THIRTY (30) days hereof. Owner understands that notwithstanding the fact that Owner's Dogs are vaccinated for Bordetella (Kennel Cough), there remains a chance that the Owner's Dogs could still contract Bordetella RDBC shall not be held responsible if Owner's Dogs contract Bordetella.

6) RDBC may refuse admittance to the Park to any dog or human, or to dismiss any dog that does not meet the health, temperament, or other standards set by RDBC, or which RDBC, in their sole discretion, deems appropriate.

7) No person under EIGHTEEN (18) years of age shall be permitted in any of the Park's off-leash areas including, but not limited to, the indoor park, the turf area of the Park, and the outdoor fenced area of the Park. By signing below, Owner acknowledges that Owner is at least EIGHTEEN (18) years of age. In addition to the foregoing, Owner covenants that Owner shall not allow any of Owner's guests under EIGHTEEN (18) years of age into any of the Park's off-leash areas, and that Owner shall indemnify RDBC for and defend RDBC against any and all damages stemming from any of Owner's guests under EIGHTEEN (18) years of age being in, or entering, in any manner, any of the Park's off-leash areas.

8) Any membership associated with this Agreement may be cancelled at any time by Owner, with such cancellation becoming effective upon the expiration of Owner's current membership term. RDBC shall not be responsible for reimbursing or refunding Owner any portion of any membership fees paid by Owner to RDBC for any unused portion of Owner's membership. RDBC may revoke Owner's membership if, at any time, Owner's Dogs misbehave while at the Park, as determined by RDBC in its sole discretion, if Owner's Dogs are involved in any fight with another dog, or if Owner's Dogs bite any person or other dog.

9) Staff may ask Owner to relocate Owner's Dogs to a separate play area or to remove Owner's Dogs from unleashed play at any time, subject to Staff's sole discretion, and may ask Owner to remove Owner's Dogs from the Park if the level of play of Owner's Dogs or any other dog exceeds a level Staff deems acceptable. Owner shall not be entitled to any refund for any visit during which Owner is asked to remove Owner's Dogs from the Park.

10) RDBC may change the rules governing Owner and Owner's Dogs at any time, without notice, subject to the absolute discretion of RDBC and Staff.

11) Owner understands and expressly agrees that each of the provisions in this Agreement shall be in full force and effect, and shall apply to each and every of Owner's and Owner's Dogs visits to the Park. This Agreement shall remain in full force and effect as between RDBC and Owner, until and unless otherwise cancelled or superseded in a writing signed by the Parties.

OWNER HEREBY CERTIFIES THAT OWNER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ALL PROVISIONS HEREOF. BY SIGNING BELOW, OWNER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND WARRANTS THAT OWNER IS THE OWNER OF THE OWNER'S DOGS, OR IS THE OWNER'S AGENT FOR PURPOSES OF VISITING THE PARK, AND HAS THE OWNER'S AUTHORITY TO ENTER INTO THIS AGREEMENT ON OWNER'S BEHALF.

12) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13) OWNER DOES HEREBY AGREE: (I) TO BE SOLELY FINANCIALLY RESPONSIBLE FOR, AND SHALL INDEMNIFY AND HOLD HARMLESS RDBC, INCLUDING ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, AND RELATED PARTIES ("RELEASED PARTIES"); (II) TO RELEASE, WAIVE, DISCHARGE, AND COVENANTS NOT TO SUE RELEASED PARTIES FOR ANY LOSS, LIABILITY, COST, CLAIM, OR DAMAGES OF ANY AND EVERY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES), EXPENSE (INCLUDING, WITHOUT LIMITATION, COSTS OF INVESTIGATION, DEFENSE AND/OR SETTLEMENT, AND REASONABLE ATTORNEY'S FEES AND/OR EXPENSES), AND/OR CAUSE OF ACTION, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, "DAMAGES") ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, AND/OR DEATH THAT OCCURS TO OWNER OR OWNER'S DOG, OR ANY OTHER PERSON OR



DOG, AS A RESULT OF OWNER ELECTING TO VISIT THE PARK (INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RDBC OR STAFF); AND (III) TO KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISK OF HARM TO OWNER, OWNER'S DOGS, OR ANY OTHER PERSON OR DOG (INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF RDBC OR STAFF). OWNER UNDERSTANDS THAT ANY TIME GROUPS OF DOGS OCCUPY COMMON SPACE, THERE IS A CHANCE THAT A DOG MAY BE INJURED. BY SIGNING BELOW, OWNER GIVES PERMISSION FOR OWNER'S DOGS TO OCCUPY SPACE WITH OTHER DOGS, AND ACKNOWLEDGES THAT, ALTHOUGH RDBC HAS MADE EFFORTS TO PROVIDE A SAFE AND CLEAN ENVIRONMENT FOR DOGS, OWNER IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, OR COVENANT BY RDBC TO THAT EFFECT.

14) WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

15) This Agreement, including any membership interests connected hereto, and any items or privileges connected hereto or thereto, may not be assigned or conveyed to a third party at any time under any circumstances. Assignment or conveyance of any of the foregoing shall lead to immediate termination of this Agreement and all rights or privileges appurtenant hereto.

16) Upon termination or expiration of this Agreement, Owner shall immediately return any items obtained from RDBC to be used during the term of Owner's membership by delivering same to the address of the Park or at such other address as RDBC may, from time to time, specify.

17) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.