

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) **RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT**

Complete information below & submit to Palmetto Pawz Doggie Daycare, LLC prior to your dog’s admission to their facilities, which are located in Florence, South Carolina (“the Camp”):

Owner/Handler/Authorized Person’s Name: _____

Address: _____

Phone/Cell: _____ Email: _____

Dog Breed: _____ Dog Name: _____

Dog Weight: _____ Dog Age: _____ Dog Gender: Male Female

Spayed/Neutered? Y N Dog Color(s)/Markings: _____

ALL OF THE REPRESENTATIONS, INFORMATION AND STATEMENTS MADE BY ME HERE HEREIN ARE TRUE AND ACCURATE AND I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF PALMETTO PAWZ DOGGIE DAYCARE, LLC (THE “CAMP), IN ALLOWING MY PET’S PARTICIPATION AT THEIR FACILITIES.

BY SIGNING BELOW, I (a) HAVE READ, UNDERSTAND AND AGREE TO FULLY COMPLY WITH THE BELOW TERMS ; (b) HAVE BEEN ADVISED TO AND HAVE HAD THE OPPORTUNITY TO CONSULT A LAWYER ABOUT THIS AGREEMENT OR HAVE KNOWINGLY AND VOLUNTARILY WAIVED SUCH RIGHT; (c) ACKNOWLEDGE THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE PALMETTO PAWZ DOGGIE DAYCARE, LLC AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ANY SPONSORS, ADVERTISERS, OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, ADMINISTRATORS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, INSURERS, REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AND EACH AND EVERY PERSON ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THE FOREGOING (COLLECTIVELY, THE “RELEASEES”); AND (c) ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND

INTEND THAT THIS AGREEMENT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Terms and Conditions

For good and valuable consideration, including, without limitation, the intangible value I and my dog will gain by participating in the Camp, the sufficiency and receipt of which I irrevocably acknowledge, I, on behalf of myself and my dog (“Dog”) hereby agree, represent, and warrant as follows:

1. **Representations and Warranties.**

I represent and warrant that (a) I am over eighteen (18) years of age; (b) my Dog is at least six (6) months of age; (c) my Dog has a current license and is wearing current tags; (d) my Dog is healthy, free from parasites and any disease(s) or condition(s) which would make my Dog a danger or threat in any way to any participant, spectator, or other individual or animal; (e) my Dog is current with all vaccinations including, without limitation, rabies, distemper (also known as DHLPP – Distemper, Hepatitis, Leptospirosis, Para influenza, Parvovirus vaccine), and Bordetella (kennel cough); (f) my Dog is not aggressive, has not, at any time, harmed or shown aggression or threatening behavior toward any person or animal, including, without limitation, as a result of being in large crowds, high foot traffic areas, close quarters with humans and/or other animals, or stimulating, nosy environments; and (g) my Dog’s attire and/or enclosure will not have any logos or advertisements on it.

2. **Acknowledgement and Assumption of the Risk.**

a. I acknowledge and agree that (i) I am bringing my Dog to the Camp for my/their personal enjoyment; (ii) dog breeds that have been deemed dangerous and/or vicious by state statute, law, ordinance and/or the like are prohibited from participating at the camp; (iii) my Dog will be in close proximity with many other animals of all types plus a variety of sounds, smells, and other people and the Camp is a crowded, stimulating, and noisy environment; (iv) Palmetto Pawz Doggie Daycare, LLC reserves the right to refuse or revoke admission to any person and/or dog(s); (v) if requested by Palmetto Pawz Doggie Daycare, LLC, I agree to provide to them veterinarian records showing that my Dog is up-to-date on all vaccinations, including those listed in Section 1(e) above; (vi) the sale or negotiation for sale or adoption of any dogs/pets brought in to the Camp is strictly prohibited on the Camp grounds, in the parking lot, or any adjacent areas and will result in revocation of admission to the Camp and removal therefrom; and (vii) if Palmetto Pawz Doggie Daycare, LLC revokes admission to me and/or my Dog, then I will not be entitled to any refund of any kind.

b. I understand that (i) the employees of Palmetto Pawz Doggie Daycare, LLC are not veterinarians, do not have backgrounds in animal medicine and are not expected to diagnose or detect illnesses in the pets that are admitted to the Camp; (ii) vaccines do not protect against all communicable illnesses; (iii) there are inherent risks and dangers associated with my participation in the Camp and bringing my Dog to the Camp including, without limitation, illness, disease, serious bodily injury to me and/or my Dog, including permanent disability, paralysis, death, and/or severe personal and economic losses, which may be caused by my own actions, inactions and/or negligence, or the actions, inactions and/or negligence of others participating in the Camp, the conditions in which the Camp takes place, malfunctioning equipment, and/or third parties, Palmetto Pawz Doggie Daycare, LLC and/or the Releasees; (iv) there may be other risks not known to me or not readily foreseeable at this time in connection with participation in the Camp; and (v) any injuries I and/or my Dog may sustain may be compounded by negligent emergency response or rescue operations provided by Palmetto Pawz Doggie Daycare, LLC, the Releasees, the Camp coordinator, sponsor(s), or others, including local, city and county officials. My choice to participate in the Camp is knowing and voluntary. I have considered and fully accept the risks involved in my and my dog's participation in the Camp including, without limitation, serious bodily injury, including permanent disability, paralysis, death, and/or severe personal and economic losses, and fully and voluntarily assume liability for losses, costs, and damages I and/or my Dog may incur as a result of my participation in the Camp.

3. **Release.**

I, on behalf of myself, my heirs, executor, or anyone entitled to act on my behalf, hereby fully and forever release and discharge hereby release and discharge Palmetto Pawz Doggie Daycare, LLC and the Releasees from all injuries (including death), liability, claims, demands, losses, or damages including, without limitation, reasonable attorneys' fees and costs) of any kind, of or to me, my Dog, my or others' property, or any other person or animal, directly or indirectly arising out of or in connection with my participation in the Camp, including, without limitation, if caused in whole or in part by Palmetto Pawz Doggie Daycare, LLC, any of the Releasees, a third party, and/or other dog(s), including, without limitation, negligent emergency care and/or rescue operations (collectively, the "Released Claims").

4. **Release of Unknown Claims.**

With respect to all claims released herein, I agree that the releases set forth herein shall constitute full releases in accordance with their terms. I knowingly, intelligently and voluntarily waive and relinquish, to the maximum extent permitted by law, any and all rights and benefits I have or may have, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I acknowledge the significance and consequences of the releases contained herein. I am waiving all such rights and benefits, including those under any statute or common law principle.

5. **Consent to Medical Treatment.**

If Palmetto Pawz Doggie Daycare, LLC deems medical care is important to my health and/or the health of my Dog and/or requires immediate action during the Camp, I hereby consent to receive medical treatment and/or transportation of myself and/or my Dog to the closest available medical or veterinary facility, respectively, and treatment at such facility. I hereby grant permission to Palmetto Pawz Doggie Daycare, LLC, its owners, employees, agents or otherwise to take any and all necessary action to ensure the wellbeing of myself and my Dog while attending the Camp. I understand that I am solely financially responsible for all costs related to any such medical treatment, medical transportation and/or evacuation received by myself and/or my Dog.

6. **Covenant Not to Sue.**

I, on behalf of myself, my heirs, executor, or anyone entitled to act on my behalf, agree never to commence, prosecute, or cause to be commenced or prosecuted any claim, lawsuit, court action or other legal proceeding or demand against Palmetto Pawz Doggie Daycare, LLC and/or any of the Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have in connection with the Released Claims, and I waive any rights I may have to do so. This means that neither I nor my heirs, executor, or anyone entitled to act on my behalf can sue to hold Palmetto Pawz Doggie Daycare, LLC and/or any of the Releasees responsible for any of the Released Claims, even if it is due to the negligence, act, omission or other fault of Palmetto Pawz Doggie Daycare, LLC and/or any of the Releasees. I also waive my insurers' right to make a claim against Palmetto Pawz Doggie Daycare, LLC and/or any of the Releasees or their respective insurance companies based on payments by insurers to me or on behalf of me and/or my Dog for any reason. This means my insurers have no rights of subrogation against Palmetto Pawz Doggie Daycare, LLC and/or any of the Releasees, or their respective insurance companies.

7. **Indemnity.**

I agree to defend, indemnify, hold harmless and reimburse Palmetto Pawz Doggie Daycare, LLC and each of the Releasees from and against any and all damages, losses, costs, judgments, settlements, awards or expenses of whatever kind (including reasonable attorneys' fees and costs) arising from any claim, action, or demand related to (a) the Released Claims; (b) a breach by me of my representations and/or warranties in this Agreement; (c) any and all acts or behavior of my Dog including, without limitation, bites, aggressive behavior, damage to other animals, people or property; and/or (d) my failure to inform Palmetto Pawz Doggie Daycare, LLC of any pre-existing condition my Dog may have, whether physical, social or psychological.

8. **Grant of Rights.**

I hereby consent to the recording, filming, and/or photography of me and/or my Dog while participating in the Camp and grant Palmetto Pawz Doggie Daycare, LLC and its licensees, designees, successors and assigns the worldwide right, in perpetuity to use and publish my and/or my Dog's name and likeness, voice, and/or photograph, singularly or as part of composite or reproductions in connection with my participation in the Camp, in any medium now known or in the future devised including broadcast, telecast, motion picture, video or sound recording, for any purpose (whether commercial or otherwise), including advertising and promotion, without further compensation or permission.

9. **Governing Law; Jurisdiction.**

All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Florence, South Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

10. **General.**

This Agreement constitutes the sole and entire agreement between Palmetto Pawz Doggie Daycare, LLC and me with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any portion of this Agreement is held to be invalid, unenforceable or illegal by a court of competent jurisdiction or any other competent governing authority, then such provision(s) shall be deemed severed from this Agreement, the remainder if this Agreement shall continue in full legal force and effect. The terms of this Agreement shall continue in perpetuity from the date this Agreement is executed by me. This Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, executor, next of kin, insurers, successors and assigns, without limitation. No failure or neglect

of Palmetto Pawz Doggie Daycare, LLC or the Releasees to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege.

ACCEPTED AND AGREED TO THE ABOVE TERMS AND CONDITIONS:

OWNER/AUTHORIZED PERSON

DATE