




# MT Hood Pet Resort LLC


## Agreement and Release of Liability


*IN CONSIDERATION FOR PARTICIPATING IN MT HOOD PET RESORT LLC'S SERVICES, I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND DISCHARGE MT HOOD PET RESORT AND ITS MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION BECAUSE OF THE LOSS OF MY DOG, ANY AND ALL INJURIES TO MYSELF, MY DOG, OR ANY OTHER PROPERTY OF MINE WHICH ARISES IN ANY WAY OUT OF SERVICES AND / OR PRODUCTS PROVIDED BY OR AS A CONSEQUENCE OF MY ASSOCIATION WITH MT HOOD PET RESORT LLC. I ACKNOWLEDGE AND UNDERSTAND THAT EVERY DOG REACTS DIFFERENTLY AND THAT ANIMALS, BY NATURE ARE UNPREDICTABLE. PLEASE READ AND INITIAL EACH PAGE BELOW:*


 Dogs and animals may, without warning, bite or cause injury to humans and other dogs. I acknowledge and understand that there are certain risks involved in participating in the Day care, the Park, Boarding, Self Service Wash, and Full-Service Grooming, including but not limited to slipping, falling, dog fights, dog bites to humans and other dogs, illness, death, theft, collisions with other vehicles, natural disasters, and the transmission of disease. I hereby assume all risks related to MT Hood Pet Resort LLC in its entirety.

 In the case of emergency or for the use of pet taxi services, I recognize the risk of injury that accompany said transportation and acknowledge that this RELEASE is being relied upon by MT Hood Pet Resort LLC to permit transport of my pet to and from MT Hood Pet Resort LLC or any other necessary location. Furthermore, I accept any and all conditions, rules, and regulations promulgated by MT Hood Pet Resort LLC, associated with the activities, use of the facility and transport, and hereby agree to comply with them.


 I understand that dogs not familiar with MT Hood Pet Resort LLC may experience separation anxiety when apart from their human companions.


 I understand that dogs not regularly exposed to the level of activity at MT Hood Pet Resort LLC may feel the discomfort of sore muscles, sore joints, and fatigue.


 I understand that dogs not regularly socialized do not necessarily know how to behave politely with other dogs. These dogs are a higher risk of incidents including, but not limited to bites, fights, fear aggression, object guarding, behavior problems and or / acting out.


 **I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND AT MY SOLE EXPENSE, MT HOOD PET RESORT LLC, ITS OWNERS, AGENTS, OFFICERS, SUBCONTRACTORS, EMPLOYEES, ANIMAL PARENTS, VOLUNTEERS, CUSTOMERS, HEIRS, ASSIGNS AND POTENTIAL CUSTOMERS OF MT HOOD PET RESORT LLC FROM ANY AND ALL CLAIMS, LOSSES, LIABILITY, DAMAGES, INJURY, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES RESULTING DIRECTLY OR INDIRECTLY FROM A CLAIM BY A THIRD PARTY THAT ARISES IN CONNECTION TO MY PET, MYSELF, AND ANY PERSON WHO ACCOMPANIES ME ONTO THE MT HOOD PET RESORT LLC PREMISES THAT MAY INCUR DUE TO MY PRESENCE OR THE PRESENCE OF MY PET IN OR UPON MT HOOD PET RESORT LLC.**


## Bordetella is Required every 6 months


 I, the undersigned for and in consideration of the Full Grooming services at MT Hood Pet Resort LLC: agrees to save and hold harmless MT Hood Pet Resort LLC and its owners, operators, employees, officers, volunteers, and directors from any damage, loss or claims, accidental death of pet of the nature of pre-existing health condition, stress or natural disasters (Fire, Storm, Floods, Etc.). The undersigned for and in consideration of the Full Grooming services at MT Hood Pet Resort LLC will not be held responsible for clipper burns and / or minor nicks resulting from grooming matted, neglected coats or for irritation caused by removing coat from pets possessing mild to severe skin allergy, nor will we be held responsible for stressful effects grooming may have upon your pet, whether they be young or elderly. **Late pick up is charged an additional fee of \$5.00 per 5 minutes**


 We reserve the right to use Bark Collars on your pet. We will try every means to get your pet to stop their excess barking while in the kennels. Such as squirting with water, putting a blanket in front of their kennel door, or asking them to stop barking, prior to putting on a bark collar. The collars are **not** on your pet while they are playing in the daycare park. **We use the collars as a training devise only.**


 I understand that dogs at play during the regular Daycare do get dirty and stinky. Dogs with longer hair can get matted from the level of activity at the Daycare. Bath and brush outs can be requested and scheduled.


 Excessively long toenails may cause injury. You will be notified if your dog's toenails are too long. I understand that if at the next visit, the nails have not been trimmed, MT Hood Pet Resort LLC will have them trimmed at owner's expense.


 I understand the extra risks my puppy has of contracting disease or illness by entering the Daycare program without being fully vaccinated.


 I understand that dramatic changes in food and / or food quality may cause upset stomach, diarrhea, and / or colitis. Water is always available: however, your dog may still be thirsty after Daycare. Be aware that if their water intake is in excessive amounts, it may cause stomach upset or other problems.

 I understand that any behavior deemed dangerous or inappropriate by MT Hood Pet Resort LLC may result in dismissal from the program and there will be **NO REFUNDS**.


 I agree to pay for all services due at the time they are rendered / and or prepaid package. **All Non – sufficient fund checks for boarding and or daycare will be assessed a \$45.00 handling fee.**


 I agree that any daycare packages I might purchase will expire within **sixty (60)** days starting at the time of purchase.


 I understand and agree that in admitting my dog (s) into MT Hood Pet Resort LLC. MT Hood Pet Resort LLC has relied on my representation that my dog (s) have not harmed or shown aggressive or threatening behavior towards any person or any other dog.

 I certify that my dog (s) is / are in good health and has / have not been ill with any communicable disease within the last 30 days.


## **Bordetella is Required every 6 months**


 I have read and understand MT Hood Pet Resort LLC 'Rules and Regulations" and agree to abide by them.


 I understand MT Hood Pet Resort LLC staff gives all pets involved in any type of incident a cursory examination, however, MT Hood Pet Resort LLC is not liable for the location, treatment or diagnosis of any injuries incurred on the premises. I understand that it is recommended that I check my dog further or seek treatment for my pet by a license veterinarian at my discretion and cost.


 I understand that should a medical emergency arise for my dog (s) while in the care of MT Hood Pet Resort LLC and / or its selected agents will make every effort to contact us or our emergency contact by phone, should we not be available than MT Hood Pet Resort LLC and / or its agents will seek veterinarian services of their choosing. You, the owner assumes full financial responsibility for any and all expenses involved with his/her care

I, \_\_\_\_\_ grant MT Hood Pet Resort LLC and/ or its selected agent's full power of decision concerning the care and wellbeing of our dog (s). Should any medical emergency arise, it is agreed that MT Hood Pet Resort LLC or its selected agents can and will make any need decision concerning temporary medical treatment and choice of care giver up to \$ \_\_\_\_\_. I will assume full financial responsibility for any and all expenses involved with his/her care and agree to reimburse MT Hood Pet Resort LLC within 30 days of the costs.

 This agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon without regard to Oregon's conflict of law provisions or the conflict of law provisions of any other jurisdiction.


 This agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not described herein.

 I agree to notify MT Hood Pet Resort LLC of any claims by owner regarding compensation for medical attention given as a result of alleged negligence on MT Hood Pet Resort LLC, part within 48 hours. I agree that if I do not notify MT Hood Pet Resort LLC within 48 hours that I will not be reimbursed or compensated. In the event MT Hood Pet Resort LLC dispute owner's claim, MT Hood Pet Resort LLC will personally consult the attending veterinarian prior to settling any claim. However, I agree that this section in no way obligates MT Hood Pet Resort LLC to reimburse me for any such claim.


 In the event of a dispute arising out of the Services, the parties agree to attempt to first resolve any dispute by negotiation. If they are unable to resolve the dispute through negotiation, either party may commence mediation through the Arbitration Service of Portland, or other forum mutually agreed to by the parties before pursuing arbitration or litigation. In the case of mediation, each party may propose the names of three (3) mediators for consideration. If the parties are unable to agree to a mediator from these submissions, the parties will each chose a mediator from their respective list, upon which said mediators will confer and chose the actual mediator for the mediation. The mediators' fees shall be split evenly between parties; provided, however, that each party shall pay their own respective attorneys' fees and costs.


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The prevailing in any dispute resolved by binding arbitration or litigation shall be entitled to recover from the other party such sum as the court may adjudge as reasonable attorney's fees and costs of trial or on appeal of such legal suit or action.


 I AGREE THAT IN NO EVENT SHALL MT HOOD PET RESORT OR ITS MEMBERS, AGENTS, EMPLOYEES, VOLUNTEERS, OR AFFILIATES BE LIABLE TO CLIENT OR ANY USER OF MT HOOD PET RESORT LLC SERVICES, OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, INJURIES CAUSED BY CLIENT'S PETS, DAMAGE TO PROPERTY, PET INJURY, ILLNESS, DEATH, OR ESCAPE, OR COSTS OF OBTAINING SUBSTITUTE SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.


I AGREE THAT MT HOOD PET RESORT LLC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY SERVICES WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID TO MT HOOD PET RESORT LLC FOR SERVICES


 This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the State of Oregon. If any provisions of this Agreement or its application to any person or circumstances shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

 All parties, by signing below, certify that any necessary corporate authority and principal authority has been obtained prior to entering into this agreement.

 MT Hood Pet Resort LLC has my permission to use photographs and videos of my pet to promote the business. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall be payable to me by reason of such use.

 This Agreement may be executed in counterpart or by E-mail or by facsimile copy and shall be binding as if executed in person on the same original document.

 With my signature below, I accept exclusive and sole responsibility for these and all other risks and release MT Hood Pet Resort LLC of all liability, no matter the cause.

 I ACTNOWLEDGE THAT, BEFORE SIGNING THIS AGREEMENT, I WAS GIVEN AN ADEQUATE OPPORTUNITY TO READ IT, EVALUATE IT AND UNDERSTAND IT. I ALSO ACTNOWLEDGE THAT I WAS ADVISED TO SEEK ADVICE FROM AN ATTORNEY, IF I SO DESIRED.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Date