

# MEYER'S ANIMAL HOUSE

## LIABILITY AND SERVICE AGREEMENT

Please read carefully page 1 of 2 pages.

This is an agreement between Meyer's Animal House, Inc. and the Owner whose signature appears below (hereinafter called "Owner"). Following are the terms of service for the stay of the Owner's pet(s).

Owner agrees to pay the rate for pet care provided in effect on the date pet is checked into Meyer's Animal House, Inc. Owner further agrees to pay all costs and charges per special services requested, and for all veterinary costs for the pet during the period said pet is in the care of Meyer's Animal House, Inc. Owner agrees that the pet shall not leave the facility until all charges due are paid by Owner or proper payment arrangements are agreed upon by both parties. If Owner fails to claim that within 72 hours of the expected pick up date, Meyer's Animal House, Inc. may deem that the Owner has abandoned the animal and will give written notice to Owner or Owner's agent by first-class mail that after five (5) days from such notice, the pet may be given away, sold or destroyed at Meyer's Animal House, Inc.'s sole discretion. It is understood that any of the above remedies do not release the Owner from paying all expenses incurred in lodging and or disposing of the pet, including any and all legal fees incurred by Meyer's Animal House, Inc. by enforcing the above.

### **AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER**

Owner understands and agrees they assume all risk of illness, disease, injury, nicks, scratches, sprains, sore paw pads from play on rock or solid surfaces, problems related from ingesting materials found outdoors, canine cough (doggie colds) or other viruses, harm or otherwise to their pets during activities their pet may participate in, including lodging, grooming, daycare, one-on-one play, and all other activities, plus movement within and outside the facility, and transportation, if applicable, to and from Meyer's Animal House, Inc.

Owner further agrees that not each and every potential risk can be listed above, but nonetheless agrees that the benefits associated with dog socialization, lodging and care outweigh the possible risks; therefore, Owner hereby voluntarily releases, forever discharges, and agrees to hold harmless and indemnify Meyer's Animal House, Inc. and its agents, successors, heirs, from any and all liability claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with their pet's participation in activities at Meyer's Animal House, Inc., except for intentional or negligent acts of Meyer's Animal House, Inc. or its staff.

Further, Owner understands that they may be exposed to certain risks when bringing their pets to participate in activities at Meyer's Animal House, Inc. or when picking up or dropping off their pets to participate in activities at Meyer's Animal House, Inc.. Such risks may include property damage and or physical injury inside or outside the facility, such as from falling, slipping, illness and or dog bites. Therefore Owner hereby voluntarily releases, forever discharges and agrees to hold harmless and indemnify Meyer's Animal House, Inc., its agents, successors, heirs, from any and all liability claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with their pet's participation in activities at Meyer's Animal House, Inc.

### **AUTHORIZATION OF MEDICAL CARE**

If Owner's pet becomes ill or injured during a visit to Meyer's Animal House, Inc., Meyer's Animal House, Inc. will attempt to contact the pet's personal veterinarian as well as emergency contact provided to Meyer's Animal House, Inc. by Owner; however, such an emergency might not provide the time to do so prior to the administration of care. Owner authorizes Meyer's Animal House, Inc. to obtain medical attention for the pet from any veterinarian of Meyer's Animal House, Inc.'s choice and to transfer the pet to and from such veterinarian when Meyer's Animal House, Inc. deems such medical care is important to the pet's health. Owner grants Meyer's Animal House, Inc. and its employees or agents full authority to make decisions involving the medical treatment of pets and agrees to pay for all related costs. This applies to any claims for injury or damages related to such medical care or that arise due to the transport of the pet.

### **PHOTOGRAPHS AND STATEMENTS**

Owner authorizes use of their pet's visual image(s) and owner's statements in newsletters, posters, and other materials. Last names will not be printed.

YES  
 NO

### **VICIOUS TENDENCIES**

Owner affirms that they are not aware of any vicious tendencies by their dog towards people or other dogs.

### **HEALTH AGREEMENT**

Owner specifically represents to Meyer's Animal House, Inc. that, to Owner's knowledge, the pet has not been exposed to any contagious diseases within the 30 day period prior to check in. Owner understands that each time pet is brought to

Meyer's Animal House, Inc., Owner is to recertify that the pet is in good health and has not had any communicable illness of any kind for 30 days prior to check in and has not exhibited any signs of illness such as coughing, vomiting or diarrhea within 48 hours prior to visiting. Owner further agrees to provide Meyer's Animal House, Inc. with proof of required vaccinations upon request and prior to check in. Failure to comply will result in the \$25 service charge, plus all veterinary costs in order to update vaccination(s).

A.  I give permission to administer Imodium AD or Metronidazole to my pet for stress induced diarrhea.  
 I prefer you contact me or my vet before administering Imodium AD or Metronidazole to my pet.

B.  Please add canned food to my pet's meal if he/she is not eating.  
 Please DO NOT add canned food to my pet's meal if he/she is not eating.

**DAMAGE OR INJURY**

Owner accepts responsibility for paying for any and all acts of behavior of their pets while in the care of Meyer's Animal House, Inc., including payment of costs of injury to staff, for damages to facilities, property, and/or equipment caused by their pets. Owner understands and agrees that they are solely responsible for any injury incurred to their pets while attending Meyer's Animal House, Inc. and any of its activities.

C.  I certify that my dog(s) is not able or willing to jump or climb fences. I also certify that my dog will not try to escape through

or under a fence area by digging under a fence area.

My dog(s) may or will be able to jump over or dig under fences. I understand, for safety concerns, it will not be allowed out

of its indoor/outdoor kennel area. I also understand that Meyer's Animal House, Inc. is not responsible and I hold them harmless if my pet climbs over or escapes out of a fenced in area.

D.  Meyer's Animal House, Inc. will use its bedding for my pets and I understand I'm responsible for replacement cost if my pet

damages it.

No, my pet chews; do not use bedding for my pet.

All terms and conditions of the agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owner and Meyer's Animal House, Inc.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney fees of the prevailing party. The arbitrator shall apply Illinois law to the merits of any dispute or claim, without reference to conflict of law rules.

THE PARTIES HAVE READ AND UNDERSTAND THIS CLAUSE, WHICH DISCUSSES ARBITRATION. THE PARTIES UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT THEY WILL SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF THE PARTIES RIGHTS TO A JURY TRIAL AND RELATED TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE PARTIES.

In signing this contract, Owner authorizes pet's veterinarian clinic and/or veterinarian treating pet to discuss and/or release copies of pet's medical records to Meyer's Animal House, Inc. and its staff.

I have read this agreement on this date and understand its terms and conditions and have signed it freely. I understand this is a two-page document. I understand this contract will remain valid and in force as long as and whenever my pet participates in any activity at or with Meyer's Animal House, Inc. d/b/a Meyer's Animal House.

Signature of Owner \_\_\_\_\_

Date \_\_\_\_\_

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

Pet's Name \_\_\_\_\_