

# PENDER PACK OFF-LEASH DAYCARE CONSENT & WAIVER



This is a contract between Pender Pet Retreat at Dulles Gateway (hereinafter called “PPR”) and the pet owner (hereinafter called “Owner”) whose signature appears below.

The guiding principle behind doggie daycare is simply to provide a safe and healthy atmosphere with lots of interaction between dogs and people. Dogs are “pack animals” by nature; they need interaction with other dogs to develop and maintain appropriate social skills. Daycare fulfills the need to be around and play with other canines. Injuries such as nicks, scrapes, and occasional punctures in group play are inevitable. Here at Pender, we believe the benefits of group play far exceed the risk.

*Please read the consent and waiver below, initialing each line and signing the last page.*

Owner's Name: \_\_\_\_\_ Pet's Name: \_\_\_\_\_

\_\_\_\_\_ 1) I hereby represent that I am the legal owner of the above listed dog to be enrolled in the Pender Pack.

\_\_\_\_\_ 2) I hereby represent that my dog is in good health and has not been ill with any known contagious disease within the last 30 days.

\_\_\_\_\_ 3) I recognize that the health of the dog is the owner's responsibility. I hereby represent that all required vaccinations (Rabies, Distemper, Bordetella, and Canine Influenza) are up to date. I also represent that my dog has had a negative fecal exam and clean health exam within the last 12 months. I will also continue to ensure that all required vaccinations and other health requirements are kept up to date as long as my dog attends group play.

\_\_\_\_\_ 4) I understand that my dog will be in an environment where they will be socializing and interacting with people and other dogs. I also understand that due to the inherent and unpredictable nature of dogs there will always be a risk that my dog may give or receive scratches, puncture wounds, and scrapes from the nature of group play while attending the daycare program. I agree to accept full responsibility, financial or otherwise, for any such harm or injury afflicted to my dog while attending off-leash daycare at Pender Pet Retreat.

\_\_\_\_\_ 5) I hereby waive and release Pender Pet Retreat, its employees, directors, owners, representatives, and agents from any and all liability which my dog may suffer, including specifically, but not without limitation, any injury or damage whatsoever arising from the dog's attendance and participation at Pender Pet Retreat off-leash daycare.

\_\_\_\_\_ 6) I hereby agree to indemnify and hold harmless, Pender Pet Retreat, its employees, owners, directors, representatives, and agents from any and all claims, or claims by any member of my family or any other person accompanying me to Pender Pet Retreat or while attending the premises thereof, as a result of any action by my dog or any other dog.

\_\_\_\_\_ 7) I further understand and agree that Pender Pet Retreat and their caregivers will not be liable for any problems that might develop with the dog, including, but not limited to, sickness, disease, injury, running away, and death, provided that reasonable care and precautions are followed.

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\_\_\_\_\_8) The boarding and daycare of animals is subject to Virginia Law Article 4 (§ 3.2-6518 et seq.) of Chapter 65 of Title 3.2. This states that if your animal becomes ill or injured while in the custody of the boarding establishment, the boarding establishment shall provide the animal with emergency veterinary treatment for the illness or injury. The consumer shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the animal is in the custody of the boarding establishment.

\_\_\_\_\_9) Pender Pet Retreat off-leash daycare fees are non-refundable and non-transferable, including temperament test fees.

\_\_\_\_\_10) I agree that my dog may be videotaped, photographed, and/or recorded. Pender Pet Retreat shall be the exclusive owner of the resulting media.

\_\_\_\_\_11) I understand that an after-hours fee of \$10.00 will be incurred for drop-offs or pick-ups outside of current stated business hours. I agree that management of Pender Pet Retreat retains the right to amend the hours of operation at any time.

\_\_\_\_\_12) Pender Pet Retreat reserves the right to permanently remove a dog from the daycare group at any time.

\_\_\_\_\_13) All animals must be on a monthly flea (or preferably flea and tick) product. If an animal has not had a dose applied or administered within the product's window of efficacy, a member of Pender Pet Retreat's staff will apply the appropriately sized topical Frontline Plus™. Any pets who have fleas when arriving for group play will be removed from off-leash, treated with a Capstar™ tablet to kill the adult fleas immediately, given a bath to remove the immature flea forms, and treated with a dose of Frontline Plus™ to control fleas and ticks for 21 days. All of these treatments will be provided at the Owner's expense according to Pender Pet Retreat's published pricing.

\_\_\_\_\_14) I understand that Pender Pet Retreat reserves the right to change the times of group daycare due to an array of external factors including, but not limited to: weather, attendance, and staffing and that when these changes are made, they are always in the best interest of all dogs in attendance.

\_\_\_\_\_15) I understand that despite stringent sanitation and cleaning protocols, dogs who play in a group environment have an inherent risk of contracting communicable viruses, such as, but not limited to, canine cough, puppy warts, and giardia. I understand that bringing my dog to group play indicates that I accept that risk and shall be financially responsible should my dog need medical attention after contracting such a virus. I also understand and accept that in the event of an outbreak, Pender Pet Retreat reserves the right to suspend group daycare services until safe to resume.

\_\_\_\_\_16) I understand that group dynamics are always changing. Therefore, to ensure that group is still the right fit for all pets involved, if my pet does not attend group daycare for 3 months or more, they will need to be re-evaluated prior to being allowed in group play again.

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\_\_\_\_\_17) In a group setting, unaltered dogs pose an increased risk due to heightened hormone levels, which can lead to heightened reactivity. Their presence can negatively impact the group dynamic, causing altered dogs to become uneasy and on edge. To ensure a safe and harmonious environment, Pender Pet Retreat does not accept unaltered dogs over 1 year of age or those that have gone into heat prior to 1 year of age for group play. I acknowledge that my dog must be altered by 1 year of age to continue participating in group play. Furthermore, I understand that if my dog is unaltered and begins to exhibit disruptive behaviors prior to one year of age, they may be subject to removal at Pender Pet Retreat's discretion.

\_\_\_\_\_18) I understand that while Pender Pet Retreat recommends booking at least 24 hours in advance, that does not guarantee a spot for next day reservations. Pender Pet Retreat cannot predict availability.

*With my signature below, I certify that I am 18 years of age or older and have the legal capacity to enter in to a binding contract. Further, I certify that I have read and understand the rules and regulations as set forth in this agreement. I agree to abide by the rules and regulations and accept all the terms, conditions, and statements of this agreement.*

Owner's Signature

Today's Date