

Lone Tree Veterinary Medical Center

8681 E. Lincoln Avenue • Lone Tree, Colorado 80124 • 303-708-8050 • Fax: 303-662-1346

This Lodging Agreement (the "Agreement") is between the Lone Tree Veterinary Medical Center (hereinafter called "Lodge") and the undersigned pet owner (hereinafter called "Owner"), and is effective as of the date indicated below. The boarding pet referred to in this Agreement (hereinafter called "Pet") refers to the pet or pets named below, and/or any pet owned by the Owner delivered to the Lodge for boarding. For purposes of this Agreement, the individuals identified by Owner as "emergency contacts," "visitors," or parties to whom the Pet is authorized to be released to shall be referred to as "Authorized Representatives".

LODGE REPRESENTATIONS:

The Lodge shall use reasonable efforts to provide the service(s) requested by the Owner for the Pet and shall exercise reasonable care and judgment when boarding the pet and with related activities.

The Lodge shall exercise reasonable care to maintain the status of the Pet as it exists at check-in.

The Lodge shall undertake reasonable efforts to reach the Owner and/or emergency contact(s) should the Pet become ill or require additional services.

The Pet will not be released upon check-out to any individual other than the Owner and/or Authorized Representatives.

Visitation with the Pet during its boarding stay will be granted only to the Owner and/or Authorized Representatives. Such visitation will take place indoors on Lodge premises during Lodge business hours, at a time and place approved by the Lodge.

OWNER REPRESENTATIONS AND ASSUMPTION OF RISK:

The Owner agrees to pay all costs and charges for the services provided by the Lodge for the Pet during the time the Pet is in the care of the Lodge, including those requested by the Owner and/or any Authorized Representatives (collectively, the "Fees"). The Owner further agrees that the Pet shall not leave the Lodge until all Fees and additional costs are paid to the Lodge.

The Owner acknowledges that there are inherent risks of illness, injury, and death associated with boarding, including risks associated with play, visitation, and exercise, and that the Pet may become ill or die due to exposure to other pets while in boarding and/or the stresses related to boarding. Some of the risks include, but are not limited to, kennel cough, canine flu, parvovirus, and diarrhea.

The Owner acknowledges that the Pet may act differently in the care of the Lodge than it does with the Owner, and behavior that may not otherwise be in character for the Pet, such as fighting, trying to escape, aggressive behavior, biting, etc., and the resulting consequences are an inherent risk of boarding the Pet at the Lodge.

The Owner acknowledges that the Lodge is not a 24-hour facility and that the Pet will not be monitored or observed during overnight non-staffed, non-business hours. The Owner further understands that there are risks associated with non-monitoring/non-observation during non-business hours and, although such occurrences are rare, could include, but not be limited to, onset of illness, injury, and/or death, and such event would not be observed or addressed until Lodge staff arrives the following morning. The Owner agrees to accept this risk.

I understand that by boarding my pet with Lodge there are risks, for example the risks set forth above, and the risks entail known and unanticipated risks that could result in physical and emotional injuries, death, damage to persons and/or pets, participants, property and third-parties. **I understand that the risks involve certain inherent risks, such as accidents, physical injuries, sickness, disability, paralysis, death, and other risks not specified herein.** I further understand that such risks cannot be eliminated. With that knowledge, I hereby accept all the risks of boarding my pet with Lodge and with related activities.

I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL RISKS RELATED IN ANY WAY TO THE BOARDING OF MY PET AND RELATED CARE AND ACTIVITIES. MY AGREEMENT TO BOARD MY PET WITH LODGE IS PURELY VOLUNTARY, AND I ELECT TO BOARD MY PET WITH LODGE IN SPITE OF THE RISKS.

In consideration of Lodge accepting my pet for boarding, I, for myself and on behalf of my spouse, children, heirs, personal representatives, successors and assigns, hereby release, forever discharge, and agree to indemnify and hold harmless Lone Tree Veterinary Medical Center, and its officers, employees, directors, managers, staff, insurers, re-insurers, shareholders, subcontractors, agents, owners, and members (hereinafter, collectively, "Released Parties"), from any and all damages, judgments, claims, litigation costs, actions, causes of action, liabilities, demands, agreements, and expenses, which are in any way related to boarding of my pet and related activities, INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I hereby further agree to waive any and all present and future claims against the Released Parties, which are in any way related to boarding of my pet, care of my pet and related activities, INCLUDING BUT NOT LIMITED TO CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I understand that by signing this Agreement I am giving up substantial rights I would otherwise have to recover damages for losses and I agree that I am doing so voluntarily and without inducement, threat, or duress. I agree I had the opportunity to seek legal advice before signing this release and have either done so, or have voluntarily elected not to and waive this opportunity.

I ACKNOWLEDGE AND AGREE THAT IF ANYONE IS HURT, OR IF PROPERTY IS DAMAGED, OR MY PET IS INJURED OR DIES DURING BOARDING OF MY PET, CARE OF MY PET AND RELATED ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO FILE AND/OR MAINTAIN A LAWSUIT AGAINST THE RELEASED PARTIES.

LODGE POLICIES:

The Lodge requires that the Pet be current on all required vaccinations in order to board, and that such vaccinations have been given to the pet a minimum of seven days prior to the initiation of the boarding of such Pet. Lodge does not permit petcams or similar devices.

The Lodge reserves the right to refuse the Pet for boarding in its sole discretion for any reason.

The Lodge may, in its sole discretion, provide treatment to the Pet if it has fleas, ticks, lice or other external parasites that can be transmitted to another pet. The charges for such treatment shall be in addition to the Fees and shall be paid by the Owner.

If the Pet becomes ill and/or requires medical attention and/or other care, or Lodge has determined to cease boarding the pet, the Lodge in its sole discretion, may engage in the services of a Lodge veterinarian and/or other veterinary caregivers, administer tests, medications, and/or give other requisite attention to the Pet; and the expenses, thereof, shall be in addition to the Fees and shall be paid by the Owner.

In the event the Lodge determines the Pet needs overnight care due to illness or injury, in the Lodge's sole discretion, the Pet will be transported to the nearest 24-hour veterinary emergency facility, and expenses for care at this facility, including transport, shall be in addition to the Fees and shall be paid by the Owner.

In the event of an emergency where alternative housing for the Pet must be found, the Lodge will undertake reasonable efforts to notify the Owner and/or emergency contact(s) to retrieve the Pet. In the event the Lodge is unable to reach the Owner and/or emergency contact(s) or they are not able to retrieve the Pet, the Lodge may make alternative boarding arrangements and transport the Pet to such housing. All such charges related to the Pet's transport and its alternative housing and care shall be in addition to the Fees and shall be paid by the Owner.

The Owner or an Authorized Representative must pick-up the Pet on the scheduled check-out day. If the Pet is not checked-out by 2:00p.m. on the scheduled check-out day, charges for another day's boarding will be added to Fees for such Pet. If the Pet is not picked up on the scheduled check-out day and the Lodge has not otherwise heard from the Owner, the Pet shall be considered abandoned, and the Lodge reserves all rights at law or in equity regarding disposition of abandoned Pets.

If the Fees are not paid when due in accordance with this Agreement, the Lodge may exercise all available remedies at law or in equity, including, without limitation, securing a lien on the Pet for the Fees. Owner shall be liable to the Lodge for all costs associated with the collection of Fees and/or enforcement of this section, including, without limitation, attorneys' fees and costs.

I (Owner) _____ have read and understand the contents and terms of this Agreement. I represent that I am the sole owner of the Pet and/or have secured the consent of any co-owners of the Pet regarding the boarding and/or specific services to be provided for the Pet, am fully authorized and of legal age to execute this Agreement, and all information provided to the Lodge, including information about me, the Pet, and Authorized Representatives, is true, accurate, and complete. All questions regarding this Agreement have been fully answered to my satisfaction.

I willingly agree to abide by the terms and conditions of this Agreement, and understand that this Agreement applies to all boarding visits for the Pet at the Lodge after the date set forth below. If I do not agree to all of the terms herein, I understand that my sole remedy is to refrain from boarding the Pet at the Lodge. Any hand-written modifications to this Agreement by me are hereby rejected by the Lodge and shall not be effective.

The failure of the Lodge to exercise any right it is granted herein, or to require the performance by Owner of any provision of this Agreement, or the waiver by the Lodge of any breach of the Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. The parties intend that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and the applicable public policies of the State of Colorado.

If any particular portion of this Agreement is adjudicated or determined to be invalid or unenforceable, such determination shall only apply to that portion of the Agreement and the remaining covenants and restrictions shall nevertheless be enforceable to the fullest extent permissible under the laws and public policies applying thereto.

Each party hereto expressly warrants, represents and agrees that in executing this Agreement, each and all of them is and are not relying upon any representation or statement made by or on behalf of any other party, with respect to any aspect of this Assignment except as set forth in this Agreement. The rule of construction which provides that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement.

This Agreement is made and entered into, and shall be governed by and construed in accordance with, the laws of the State of Colorado, without respect to its conflicts of laws provisions. Any suits, proceedings or other actions relating to, arising out of or in connection with this Agreement shall be subject to the exclusive in personam jurisdiction of the District Court of Arapahoe County, State of Colorado, and the parties each agree to submit to said in personam and subject-matter jurisdiction. In the event any suit or action is brought by any party to this Agreement to enforce any terms of this Agreement, or in any appeal there from, it is agreed that the prevailing party shall be entitled to its or his reasonable attorney fees, including without limitation, attorney fees, expert witness fees, filing fees, and interest, to be fixed by the arbitrator, trial court, and/or appellate court.

(please print clearly all information in the section below)

Owner's Name _____

Phone # _____ Cell # _____

Street Address _____

City _____ State _____ Zip _____

Pet Name(s) (1) _____ (2) _____ (3) _____

EMERGENCY CONTACTS MUST BE SOMEONE OTHER THAN YOU, WHO WE CAN CONTACT IF WE'RE UNABLE TO REACH YOU

Emergency Contact (1) _____ Relationship _____

Phone # _____ Cell # _____

Emergency Contact (2) _____ Relationship _____

Phone # _____ Cell # _____

OWNER'S SIGNATURE _____ **DATE** _____