



<b>Owner Information</b>	Date Updated
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<b>Owner 1</b> _____	<b>Owner 2</b> _____
<b>Address</b> _____	<b>Address</b> (if different) _____
<b>City, State, Zip</b> _____	<b>City, State, Zip</b> _____
<b>Home Phone</b> _____	<b>Home Phone</b> _____
<b>Email</b> _____	<b>Email</b> _____
<b>1st Contact #</b> _____	<b>1st Contact #</b> _____
<b>2nd Contact #</b> _____	<b>2nd Contact #</b> _____

<b>Emergency Contact</b>
Please indicate someone <i>other</i> than yourself. This is a back-up in case we are unable to reach you.

<b>Name</b> _____			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;"><b>1<sup>st</sup> Contact #</b> _____</td> <td style="width: 33%; padding: 5px;"><b>2<sup>nd</sup> Contact #</b> _____</td> <td style="width: 33%; padding: 5px;"><b>3<sup>rd</sup> Contact #</b> _____</td> </tr> </table>	<b>1<sup>st</sup> Contact #</b> _____	<b>2<sup>nd</sup> Contact #</b> _____	<b>3<sup>rd</sup> Contact #</b> _____
<b>1<sup>st</sup> Contact #</b> _____	<b>2<sup>nd</sup> Contact #</b> _____	<b>3<sup>rd</sup> Contact #</b> _____	

<b>Vet Information</b>
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<b>Vet Name</b> _____	
<b>Clinic</b> _____	<b>Phone</b> _____

<b>People Authorized to Pick-Up</b>
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<b>Name #1</b> _____	<b>Name #4</b> _____
<b>Name #2</b> _____	<b>Name #5</b> _____
<b>Name #3</b> _____	<b>Name #6</b> _____





## Agreement

OWNER

Name \_\_\_\_\_ ("Owner") Dog(s) \_\_\_\_\_ ("Dog(s)")

Owner and Every Dog Has Its Day Care<sup>®</sup>, Inc. ("Every Dog") agrees as follows:

1. Every Dog agrees to provide daycare service to the Dog(s) indicated above for the term stated in the Membership Sales Agreement, unless services are terminated sooner pursuant to the terms of this Agreement.
2. Owner understands that he/she is solely responsible and liable for any harm caused by his/her Dog(s) to itself, other dogs, people or property, while his/her Dog(s) is attending Every Dog and Owner agrees to maintain personal liability insurance to cover Owner in the event of such an incident.
3. Owner understands and agrees that in admitting his/her Dog(s) to Every Dog, Every Dog has relied upon his/her representation that his/her Dog(s) is in good health and has not harmed nor shown aggressive or threatening behavior toward any person or toward any other dog.
4. Owner is aware and understands that there are risks associated with his/her Dog(s)'s participation at Every Dog, such as contracting communicable diseases and incurring dog bites. Owner voluntarily assumes all risk of loss, damage or injury that may be sustained by him/herself, his/her family and his/her Dog(s) while in the care of Every Dog.
5. In the event that Owner's Dog(s) is involved in an altercation or other interaction with other dogs, people or property, resulting in injury or damages, Owner agrees to communicate directly with the other human participants or owners of participant dogs or their agents, should they so request. To facilitate such communication, Owner authorizes Every Dog to release Owner's name, address and telephone numbers to such other parties should they request such information. Owner hereby agrees to indemnify and holds harmless Every Dog, its agents, representatives and employees from any and all claims, suits, injuries, losses, damages and liability, of any nature, arising (1) from any injury, death, or loss of his/her Dog resulting from Every Dog's actions or from the action of his/her Dog or any other dog while in the custody of, or on the grounds or surrounding area of Every Dog or (2) out of Owner's Dog(s)'s participation at Every Dog, including his/her Dog's injury or harm to another dog, person or property, (3) from his/her or his/her Dog(s)'s withdrawal, cancellation or expulsion from Every Dog, and (4) from the release of his/her name, address and telephone numbers under circumstances arising from an altercation or interaction resulting in injury or damages. Every Dog retains the right to terminate in its sole discretion the membership and rights there under of Owner's Dog(s) to participate at Every Dog.
6. Owner, for him/herself, his/her Dog(s), and his/her personal representatives, assigns, heirs, and next of kin hereby releases, waives and discharges Every Dog and its agents, representatives and employees, heirs, and assigns hereinafter called "Releasees" from all liability to Owner, his/her Dog(s), his/her personal representatives, assigns, heirs, and next of kin for all losses or damages, and any claim or demand therefore, arising from disease, theft, death, escape, harm or injury to any person, dogs or property including, but not limited to, physical harm to Owner or his/her Dog(s), whether caused by the negligence of Releasees or otherwise, while his/her Dog(s) is in the custody of, or on the grounds of or surrounding area of Every Dog, regardless of whether the nature or extent of such loss, injury or damage cannot be ascertained until some future time, and Owner covenants not to bring any action against Every Dog or any other Releasee arising out of any such loss or damage.

7. Owner certifies that he/she is the sole owner of the Dog(s), free and clear of all liens and encumbrances.
8. Owner understands and agrees that if his/her Dog(s) becomes ill or the state of the Dog's health otherwise requires professional attention, Every Dog, in its sole discretion, may engage the services of a veterinarian or give other requisite attention to Owner's Dog, and the expenses shall be paid by Owner.
9. Owner understands and agrees that this Agreement, the Membership Sales Agreement, and the Permission to Treat Authorization, which such agreements are incorporated herein by this reference, contain the entire agreement between Every Dog and Owner, and that all terms and conditions of this Agreement shall be binding on the heirs, administrators, and personal representatives and assigns of Every Dog and Owner.
10. Owner understands and agrees that Owner does hereby waive all rights and benefits which Owner now has or in the future may have under and by virtue of the terms of section 1542 of the Civil Code of the State of California which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
11. Owner understands and agrees that any controversy or claim arising out of 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 by arbitration in Alameda County 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 his/her award, determine and award to the prevailing party costs of such arbitration and reasonable attorney's fees.
12. Owner declares that he/she has read and understands the contents hereof and voluntarily signs this Agreement. No oral or other representations, statements or inducements have been made to Owner, apart from the application, the printed advertisements published by Every Dog and this legal document.
13. Owner agrees to pay for all services provided to Owner or his/her Dog(s) by Every Dog, plus interest at the maximum lawful rate from the date payment is due, plus any fees and costs reasonably incurred by Every Dog to collect amounts owing from Owner, including attorneys' fees.
14. All information provided in this Agreement by Owner is true and correct. Owner understands that Every Dog is relying upon his/her statements as expressed herein in determining to provide services to Owner's Dogs.
15. Each provision of this Agreement will be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity will not impair the operation of or affect those portions of this Agreement which are valid. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing all or any part of such instrument to be drafted.
16. This Agreement is in all respects subject to the terms and conditions above, which have been read and unconditionally agreed to. Owner further agrees to observe strictly and comply with such additional terms and regulations as Every Dog may from time to time prescribe or deem desirable or necessary during the course of Owner's Dog's participation in Every Dog.

Executed at Emeryville, California on \_\_\_\_\_.

OWNER

EVERY DOG HAS ITS DAY CARE<sup>®</sup>, INC.

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

\_\_\_\_\_  
Signature of Every Dog Representative



## Permission to Treat Authorization

My dog, \_\_\_\_\_, is a \_\_\_\_\_ [breed/description] and is approximately \_\_\_\_\_ years/months/weeks old.

If my dog becomes ill or injured, or in the event treatment is needed or advisable, as determined in the sole discretion of Every Dog Has Its Day Care<sup>®</sup>, Inc. ("Every Dog"), to preserve the good health and well being of my dog, then Every Dog shall immediately attempt to notify me by telephone at the telephone number(s) indicated below; and if I cannot be reached by telephone or if I fail to instruct Every Dog regarding measures to be taken, or if an emergency situation exists, as determined in Every Dog's sole discretion, Every Dog is authorized to engage the services of a veterinarian or give other attention to my dog that appears advisable for the care, treatment and well being of my dog.

Please choose **ONE** option:

In the event Every Dog engages the services of a veterinarian, I give the attending veterinarian permission to start medical treatment.

I authorize Every Dog and/or the veterinarian engaged by Every Dog to take all steps necessary or advisable, as determined in Every Dog's sole discretion, in the care and treatment of my dog. By checking this box, I understand that I am granting Every Dog and said veterinarian full authority to take all steps necessary or advisable to keep my dog alive and that I have not placed a dollar limitation on their authority. By checking this box, I acknowledge my intention that the nature and extent of care and treatment of my dog will not be determined on the basis of my cost limits, but rather, on the best interests of my dog. I recognize this determination could lead to extreme cost. I understand that Every Dog will make every attempt to contact me personally, but in the event Every Dog is unable to contact me, Every Dog will continue with the course of treatment advised by the veterinarian regardless of cost.

\_\_\_\_\_ (please initial)

In the event that the anticipated medical expenses exceed

\$500  \$1,000  \$1,500 or  \$ \_\_\_\_\_,

I request that Every Dog or the attending veterinarian contact me for authorization before medical expenses exceeding the amount indicated above are incurred. In the event I cannot be reached and the dollar limitation set forth above has been reached, I authorize Every Dog and the veterinarian engaged to humanely euthanize my dog, if, in their sole and absolute discretion, they deem that such measures are necessary to prevent unnecessary suffering by my dog. I understand that Every Dog will make every attempt to contact me personally, but in the event Every Dog is unable to reach me, I understand that while Every Dog and the attending veterinarian will work to keep my dog stable and comfortable until I can be reached, I further understand that this may not be possible given

the dollar limitation set forth above. I understand that by limiting the amount of medical treatment that my dog will receive to a specific dollar amount, my dog may not receive the treatment necessary or advisable to fully treat its injury, illness, or otherwise to preserve its good health and well being and that further injury or death may result to my dog as a consequence.

\_\_\_\_\_ (please initial)

I agree to reimburse Every Dog for any and all expenses incurred for the medical treatment of my dog. Payment will be made upon receipt of medical statement. This authorization shall be effective during all times that my dog is in the care of Every Dog.

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

**Date:** \_\_\_\_\_

**Owner's Name(s):** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Information:**

**Try this number 1<sup>st</sup>:** \_\_\_\_\_

**Try this number 2<sup>nd</sup>:** \_\_\_\_\_

**Try this number 3<sup>rd</sup>:** \_\_\_\_\_

**Try this number 4<sup>th</sup>:** \_\_\_\_\_

**Updating your contact information is your responsibility. Every Dog will use this information to try and contact you in case of an emergency. When you travel, be sure to give Every Dog all information on how to reach you in case of an emergency, or the contact information of someone who is authorized to make potentially life-altering decisions for your dog in your absence.**