# Hawthorne Animal Hospital Liability Waiver and Service Agreement

Please acknowledge the following policy statements by signing on the provided line. If you do not agree to all statements, please do not complete this form and contact Hawthorne Animal Hospital directly for more information.

**By signing below**, in consideration of the services rendered by Hawthorne Animal Hospital (hereafter HAH) to my dog(s), I acknowledge reading, understanding, and accepting the statement herein.

# Agreement To Participate and Liability Waiver

I understand certain "activities" that my dog may participate in, including daycare, boarding, one-on-one play, and movement within and outside the facility involve risk and possible injury, including but not limited to:

- Exposure to parasites, viruses, and other medical conditions passed from dog to dog or person to dogs;
- Sprains, strains, bites, foreign body ingestion, wounds, broken bones, fatigue, dehydration, cuts, or death

I further understand that not each and every potential risk can be listed above, but nonetheless agree that benefits associated with dog socialization outweigh the possible risks, therefore I voluntarily release, forever discharge, and agree to hold harmless and indemnify HAH and its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which are related to, rise out of, or in any way connected with my dogs participation in activities at HAH, including those allegedly attributable to neglect acts or omissions of HAH or their staff.

Further, I understand that I may be exposed to certain risks when bringing my dog to participate in activities at HAH or when picking up my dog from participation in activities at HAH. Therefore, I hereby voluntarily release, forever discharge, and agreed to hold harmless and indemnify HAH, its agents, successors, heirs from any and all liability, claims, demands, actions, or rights of action, which are related, rise out of, or are in any way connected with my dogs participation in activities at HAH including those allegedly attributable to neglect acts or omissions of HAH or their staff.

#### **Authorization of Medical Care:**

If my dog is ill or injured while participating in activities at HAH, HAH will make every reasonable effort to reach me pursuant to the contact information I provided HAH. However, if HAH is unable to reach me, I consent to HAH administering appropriate veterinary care and I accept responsibility for any and all associated expenses. HAH will not pay any portion of the veterinary expenses if so necessary.

# Allergies, Special Diets, Medications:

I agree that I will disclose to HAH any allergies my dog may have. I further agree to disclose to HAH any special dietary needs or medications my dog may require if necessary during activities at HAH.

# **Photographs and Statements:**

I authorize the use of my dog's visual image(s) and my statements in newsletters, posters, website, social media, and other materials (no owner name will be included unless specifically requested).

#### **Vicious Tendencies:**

I affirm that I am not aware of any vicious tendencies by my dog. I understand that if my dog demonstrates undesirable tendencies, then HAH holds the right to withdraw my dog from present and future activities.

### **Agreement to Pay:**

HAH accepts check, cash, or credit cards. I agree to pay the service rates in effect for my dog's participation in activities at HAH. I further agree to pay for any additional services requested such as grooming, boarding, and medical services. Payment is required day of service.

### **Veterinary Records:**

I understand my dog needs to be fully current on vaccinations and parasite checks. If not a current client, my dogs' complete veterinary records must be furnished to HAH. Proof of current vaccine status for: Rabies (1-3 year), Distemper/parvo combo (1-3 year), Bordetella (1 year), Flu Bivalent (1 year), intestinal parasite test (negative fecal in the last 1 year) and treatment/prevention of fleas and ticks is required. Records may be sent via facsimile to 913.345.0801 or emailed to <a href="mailto:staff@hawthorneanimalhosp.com">staff@hawthorneanimalhosp.com</a>. I further attest that my dog is free of parasites and other illnesses that can be transmitted from dog to dog or dog to human. Due to the high risk of dog to dog transmission of such diseases, I agree that I will immediately notify HAH if I learn or suspect my dog has a transmissible illness and agree not to bring my dog to HAH for any communal activities until I receive clearance from HAH. HAH reserves the right to remove any dog from communal activities if HAH suspects an infectious disease even prior to confirmation of illness.

#### **Right To Decline:**

I understand that HAH reserves the exclusive right to decline participation or to terminate participation in activities at HAH to any dog and at any time for any reason. I understand there will be a daily fee applied.

#### Attorney Fees, Applicable Law and Venue:

Should HAH, or anyone acting on their behalf, be required for any reason to incur attorney fees and costs to enforce or defend this agreement, I agree to indemnify and reimburse HAH for such fees and costs. Further I agree and understand that any disputes arising out of this Agreement will be decided pursuant to the laws of the State of Kansas and venue shall be in Johnson County.

#### Valid Dates:

These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my current dog and any future dog participate in any activity at or with HAH.

#### Warning:

By signing this document, I acknowledge that if my dog or I am hurt or property is damaged during my	
dog's participation in activities at HAH, I may be found by a court of law, to have waived my right to	
maintain a lawsuit against HAH on the basis of any claim from which I have released them herein. I have	
had sufficient opportunity to read and fully understand this entire document and agree to be legally bound be	y
its terms.	•

had sufficient opportunity to realits terms.	d and fully understand this entire doci	ument and agree to be legally bound
Owner Name Printed	Owner Signature	Date