

RUFF JOINT, LLC D/B/A

(Collectively Referred to as "PAWJAMA PARTY")

1194 Mason Circle North Pevely, MO. 63070 PH: 636-224-7505 FAX: 636-224-7520

ANIMAL BOARDING, TRAINING OR GROOMING AGREEMENT BETWEEN OWNER AND PAWJAMA PARTY

All information is useful to us to better care for your pet. Please complete all questions.

OWNER INFORMATION:

Owner's Name _____

Address _____ City _____ Zip _____

Primary Contact Phone _____ Alternate Phone _____

EMERGENCY CONTACT INFORMATION OTHER THAN YOURSELF:

Name _____ Phone Number _____

Veterinarian _____ Phone # _____ After Hours# _____

Person(s) other than yourself, who are allowed to pick up your pet

_____ Phone Number _____

_____ Phone Number _____

ANIMAL INFORMATION:

Name _____ Birth Date _____ DOG _____ CAT _____

Neutered Male _____ Spayed Female _____ Unaltered* _____ *(additional boarding fees may apply) under 7 months of age _____

Breed: _____ Color _____

Current on ALL vaccinations Y / N (RABIES, DHLP- PARVO, BORDATELLA REQUIRED FOR DOGS/ RABIES, FELINE DISTEMPER FOR CATS)

Method of Flea/Tick control _____ (ALL PETS MUST BE ON PREVENTATIVE AND FREE OF FLEAS) When Last Given _____

Health conditions that require routine medication or treatment Y / N

IF YES, LIST MEDS _____

Has your pet ever been boarded elsewhere? Y / N Have they done well? Y / N

Are there **ANY** medical or behavioral issues or concerns, allergies, or physical limitations we should be aware of, please explain (EX, fear of storms, chews, guards food, aggressive)

Has your dog ever jumped a fence Y / N Has your pet ever bitten or attacked another animal or person Y / N

Has your animal ever exhibited aggressive behavior towards another person or animal Y / N If YES, explain

SHOT VERIFICATION BY STAFF _____ R _____ D _____ B _____

REVISED 01/2017

PAWJAMA PARTY

TERMS OF AGREEMENT

PLEASE INITIAL NEXT TO EACH STATEMENT AND SIGN THE BOTTOM

- 1) **All animals must be picked up BEFORE 11:00 a.m. on the last day of your boarding to avoid being charged an additional days boarding fee, Monday-Saturday.** THERE ARE NO SUNDAY, HOLIDAY OR AFTER HOURS PICKUP AVAILABLE. Any pick-up after close of business, which must be arranged and agree to by a representative of PAWJAMA PARTY, will result in an additional fee of \$35.00 runs-\$50.00 suites-\$25.00 cats, this fee is charged per family. After stating the special fees at the time reservation is made, we may or may not remind you of the additional fees. We will assume that all fees(late fee, special pick-up or drop off fees are agreed upon based on your having read this statement. _____
- 2) Pet owners agree that this is an animal boarding training and grooming facility, PAWJAMA PARTY will provide supervision and take precautions as necessary to prevent the spread of diseases however, injuries may occur, dogs may escape and fleas or contagious diseases are possible. It is expressly acknowledged that PAWJAMA PARTY is not responsible for any such damages that may be incurred or caused by the pet or pet owner as a result. _____
- 3) In the sole judgment of PAWJAMA PARTY, if it is deemed necessary for your pet to receive immediate attention and medical care, such care will be given immediately. If time permits, PAWJAMA PARTY will first make an attempt to contact you regarding the care and condition of your pet. If you are not reached or under circumstances time does not permit you to be contacted, YOU the pet owner accept SOLE RESPONSIBILITY for the payment and medical care incurred on your pet's behalf. You hereby agree to release and indemnify PAWJAMA PARTY, it's owners, members, agents, officers, directors, employees and volunteers from any and all responsibility for any medical procedures performed or injuries caused by or to his or her pet and releases PAWJAMA PARTY its owners, members, agents, officers, directors, employees and volunteers from responsibility for any claims, debts, damages, demands or litigation made by you or any third parties and for any related medical costs you or your pet should incur while at or after your stay with PAWJAMA PARTY. _____
- 4) Pet owner attest that their pet is friendly and has NEVER shown aggression or destruction to another animal, person or property. Pet owner hereby agrees to be SOLELY responsible for any injuries/damages caused by his or her pet whether to pet's owners, their family or representative of the family, another person or pet and agree to be responsible for ANY medical care needed to any pet or person, including owner as a result of their pet or tangible facility property they cause harm to. PAWJAMA PARTY specifically relies upon your representations as to the nature and temperament of your pet and therefore cannot be held responsible for aggressive or destructive behavior or medical costs for your pet that may arise due to their behavior. _____
- 5) Pet owner agrees to hold harmless PAWJAMA PARTY its owners, members, agents, officers, directors, employees and volunteers indemnify and release PAWJAMA PARTY against all claims, debts, damages, demands and litigation by you or any third parties resulting from your pet's stay at PAWJAMA PARTY, regardless whether such claims arise by reason of negligence or human error of PAWJAMA PARTY. Such indemnification includes pet owner agreeing to reimbursement of PAWJAMA PARTY'S legal expenses, fees and business/personal losses resulting from any such indemnification. _____
- 6) We cannot be held responsible for lost or destroyed items. All items must be labeled in a permanent manner to assist in their safe return to you. All food must be labeled in an air-tight container and medications in their original containers. _____
- 7) If your pet exhibits any unprovoked aggressive behavior towards any animal or staff, they will not be allowed to return to our facility for any services. _____
- 8) Should it be necessary for PAWJAMA PARTY to enforce any terms of this Agreement or pursue collections of any amounts due and owing to PAWJAMA PARTY, you hereby agree to reimburse and pay for PAWJAMA PARTY'S reasonable attorney fees, court costs, service fees and other reasonable expenses incurred with such pursuit and/ or collection. _____
- 9) Any destruction of our property will be billed accordingly to your boarding invoice and must be paid in full at time of the pickup of your pet(s). If your pet is staying in one of our suites or runs, this includes fees for mattresses \$45, sheets \$5, and waterproof covers \$15 Kennel cots \$30 small \$50 large. Facility damage to building or other tangible property will be billed after repairs/replacement are/is made. _____

I acknowledge that I have read and agree to this AGREEMENT and I agree to abide by all terms and conditions thereunder. As PAWJAMA PARTY has specifically relied upon your answers in boarding, training or grooming your pet, your signature below indicates that you have:

*Been accurate and truthful in all of your answers

*Read, understand and accept the terms of this Agreement

*Acknowledgement of the risks of an animal boarding, training and grooming facility

This Agreement is effective and binding upon the Parties. Each time you bring in your pet to PAWJAMA PARTY, whether for boarding, training or grooming, you affirm the terms of this Agreement.

OWNER or RESPONSIBLE PARTY

SIGNATURE _____ DATE _____

RUFF JOINT LLC, D/B/A PAWJAMA PARTY, BY: _____ DATE _____

PAWJAMA PARTY/TAILS WITH TALES
TRAINING RULES AMENDMENT

PLEASE INITIAL AFTER EACH LINE

- ANY NON-COMPLIANCE TO THESE RULES WILL/MAY RESULT IN A FORFEIT OF CLASS FEES PAID AND/OR UNUSED CLASS TIME OR PERMANENT RESTRICTION FROM PREMISES FOR ANY AND ALL SERVICES. _____

- You are NOT allowed to hit, kick, tap, swat or bite ANY dog, including your own pet in our class or facility. THERE ARE NO EXCEPTIONS TO THIS RULE. _____

- If your dog is aggressive, we will help you as long as it is safe and you follow our directions. If you do not follow our directions or the aggression continues, you may be asked to leave the class. No refund or credit will be given of unused class fees or lessons. We may require private sessions for you to continue in a classroom setting. Private sessions are arranged here at the cost of \$90 per hour. This is at our discretion as it is for the staff and training class participant's safety.

- If your dog has fleas, ticks, female heat cycle, ***contagious disease, or *physical limitations (*Veterinarian release will be required for readmission to class)**, you will be asked to leave the class immediately until they are free of all evidence of any of these issues. If any class time instruction is lost due to any of these conditions, you may or may not be allowed to be caught up on the lesson missed with/without a fee. _____

- If you are unable to attend the class which you have enrolled in because of your scheduling, surgery or another unforeseen event. You will not receive a pro-rated refund nor a refund in full if you should decide to not continue class or become behind in the lessons due to missing class. All manuals and any materials received will be returned upon exit from the class. Make-up sessions may be available at the trainer's discretion and convenience for an additional fee of \$30 per half hour.

- There are no children allowed under age 8 during class times unless a person over the age of 18 will supervise and/or the child is not a distraction to the integrity of the class. Children of any age will NOT be allowed to be outside unless accompanied by an adult. We will not be responsible for accidents due to non-compliance to this and all rules. _____

- Any physical or verbal aggression to any of our trainers, training assistants or other class participants before, during or after class will not be tolerated in any form. We are here to assist you and intend to do so to the best of our abilities. We are firm but fair and require the same respect showed to us as you would expect for yourself. _____

SIGNATURE _____ DATE _____

RUFF JOINT LLC, D/B/A/ PAWJAMA PARTY KENNEL REPRESENTATIVE _____ DATE _____

COMMUNITY TREATMENT, INC. D/B/A/ TAILS WITH TALES REPRESENTATIVE _____ DATE _____

EXHIBIT A
WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Canine Training (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales, doing business at 119 Mason Circle North, Pevely, Missouri 63070, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, EITHER KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales incur any of these types of expenses, I agree to reimburse Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales.

I acknowledge that Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON’S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE RUFF JOINT, LLC D/B/A PAWJAMA PARTY KENNELS AND COMMUNITY TREATMENT, INC. D/B/A TAILS WITH TALES AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RUFF JOINT, LLC D/B/A PAWJAMA PARTY KENNELS AND COMMUNITY TREATMENT, INC. D/B/A TAILS WITH TALES FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales, its agents, and employees.

In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. I, along with, Ruff Joint, LLC d/b/a Pawjama Party Kennels and Community Treatment, Inc. d/b/a Tails with Tales agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intention of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that my limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Participant’s Signature

Date

Participant’s Name
(Please print legibly)

Age

Parent/Guardian Signature
(If under 18 years old, Parent or Guardian must also sign.)

Date