

# **Poochie's Park Safety Brief and Liability Agreement**

Welcome Poochie's Patron! We are very happy to have you and your best friend join the family here. We made this safety brief and liability agreement in order to make you aware of any possible risks that go with the many rewards of being a Poochie's Park dog (and human). We take health, safety and cleanliness very seriously and do our best to control every situation that is within our means to control in this type of environment. We need your help and understanding of the things that we can NOT control so that you can be prepared for the risks and do your part to help us keep things safe here. Please read the following safety brief and liability agreement and then sign at the end. Thanks!

For the safety of your dog and everyone else's you should also read and understand Poochie's Park Rules and Requirements posted on our website and printed for you to read in the lobby of our building. There are answers to the most frequently asked questions posted on our website as well which can help you further understand the way the park operates.

You can request a tour of the inside of the facility any day between the hours of 10 and 5. Should you feel the need to tour the outside fenced in areas where the dogs play, we can make that available to you as well when you have an appointment only between the hours of 12:30 and 1:30.

The following safety brief has some “worst case scenario” examples of what could occur though it rarely does. They are not to meant to scare you, we just want you to be fully informed about some of the most common risks that are beyond our ability to control or “guarantee” won’t occur while you’re here. There may be other risks that are not made examples of in this agreement (but we tried to include just about everything).

When you sign at the end, you are stating that you have been informed of the risks and that you accept that Poochie’s is not liable should anything unpleasant occur after your decision to accept the risks associated with using our park or any other services offered here. This signed agreement between yourself and Poochie’s is valid today and every time after today that you and your dog or human guests come to Poochie’s.

**Risk of Illness or Medical Conditions that could arise during/after a stay here or with a dog park visit:** Poochie's is not financially responsible for any illness or medical problem that occurs before, during or after your dog being here. They are exposed to lots of dogs here in the kennel environment or in the dog park, just like with human kids at a daycare or a public pool and playground, it's possible that **germs can be passed** along from one to another beyond the control of the staff. They are also exposed to the wild outdoors where wildlife live and the spread of germs and disease from plants and animals is possible. Other dogs may have certain medical conditions that while not affecting them at home, could suddenly affect them once they are here.

**Risk of Illness/Medical Condition (Continued):** Consult with your veterinarian if you have questions about your dog's health prior to using Poochie's facilities. Every dog should be getting an annual and in some cases semi-annual exam, especially those intending to use Poochie's dog park or daycamp activities. It is absolutely **required** that your dog and every dog here be currently protected against the most common diseases by having up to date vaccines and being on a **monthly parasite preventative**. If your dog is not current on vaccines or has not taken his/her monthly parasite preventative recently then just let us know! It's no problem! We can have the vet next door give the monthly parasite killer/preventer or the vaccine to them right away for their safety and the safety of those around them.

**You accept the Risk of Injury** to yourself, your human guests, or your dog when you enter the dog park, inside the building and surrounding areas or when you leave your dog here for boarding, daycare or grooming services: Poochie's is not financially responsible for any injuries that could happen to you, your guests, your children or your dog while using the facilities inside or outside or while your dog is here under the care of the employees in your absence. You and/or your dog will be entering an area where all dogs are off the leash with other dogs in the great outdoors where not every aspect in the changing environment is controlled. Even though we accept only "friendly" dogs here to play off the leash, there is the possibility that a bite, cut or scratch could occur to you or your dog even with precautions taken to prevent such injuries.

## **Risk of physical injury to you and your dog (continued):**

Some of the risks that you and your guests could be exposed to in the outdoor play areas and dog park besides a bite or scratch from another dog could include falling into freshly dug holes/soft sand, roots, sharp tree limbs, broken glass, broken outdoor furniture, snake bites, bee stings and more. You need to stay alert and vigilant and watch where you step or sit in the dog park. There is also the risk of **zoonotic disease** (disease that can spread from animal to human). Try to prevent picking up a zoonotic parasite or disease by: #1 No bare feet! #2 Wash your hands. #3 Stay out of the dog swimming areas. #4 Have the vaccines and monthly parasite protection that we require be up to date and at full protection strength before bringing your dog here.

## **YOU are financially responsible for your dog's actions:**

By signing this document, you agree with this statement: In the event my dog causes injury or damage to another dog, person or property, I will assume all liability for the actions of my dog in the event of such an incident including the payment of any medical treatment to the other dog or person or repairs to property that may be needed.

*In plain English, You will pay the vet or reimburse the other dog owner or Poochie's for the paid vet bill that was the result of repairs needed to treat the wounds that were inflicted by your dog. You will not point fingers and say that, "the other dog started it!" or "my dog was just defending himself!" or "you guys should have prevented this from happening!" or other things like that. You are always responsible for your dog's actions and the damages that come from them regardless of how you believe they were triggered or could have been prevented by someone else. It's the state law and it's the same here.*

## **Risks Involved with Grooming:**

Some of the risks associated with having your dog groomed include skin irritation (especially after a shave down to less than 1 inch long), shampoo chemical irritation, cuts from clippers or scissors. Some dogs can have pain after standing for long periods of time during a groom. Some dogs may attempt to jump off the table or out of the tub and injury can occur. Some dogs may scratch themselves on their side or behind their ears with their freshly cut and sharp nails or they may lick themselves excessively after a fresh haircut. These are things that we take certain precautions to prevent but cannot guarantee won't happen in every scenario with every dog based on how well the dog behaves during the groom.

## Escape!

We have 6 foot fences with concrete blocks on the bottom to discourage dogs from escaping but they are not guaranteed.

There is no way for us to prevent your dog from escaping if he/she can jump a 6 foot fence or has his/her mind made up that they will escape at any cost regardless of our supervision. In the dog park with your dog, you should keep an eye and a close distance to your dog if he/she is an escaper type because not all of those fences have concrete blocks at the bottom.

## **Loss of Personal Property:**

We cannot be responsible for the loss of your dog's property while they are here boarding or property that you bring in to the dog park. There are too many scenarios to list here as to how your property could get lost or damaged by your own dog or someone else's. We promise to do our best to get it back to you in the same condition you brought it in but we cannot guarantee that. If it's that valuable, you probably shouldn't bring it.

**Payments:** By signing this document, you agree with this statement: I understand full payment is due immediately at the time that the service is rendered and that any additional charges that may occur during the service will be due at pick up time before my dog is released to me including charges that are due to other parties such as the Veterinary Clinic, Dog Trainer or others. As a boarding customer, I understand that any pet not picked up within 14 days of the scheduled pick up date will be considered abandoned. In the event of this occurring, I agree with Poochies Park's policy to report all my personal information to law enforcement authorities, animal cruelty agencies and an outside party bill collections agency which will affect my credit by also sharing my information. My pet will be transported to Clay County Animal Control if the local no kill shelter cannot house my dog due to space restrictions.

**Veterinary Care:** In the event my dog becomes ill or sustains injury, I have given permission for those in charge to take whatever steps are necessary to obtain medical treatment for my dog. I am giving Poochie's the right to make medical decisions on my behalf if I, or my emergency contact, cannot be reached or cannot respond with a decision within 3 to 6 hours or possibly less time if 3 hours is not feasible. I consent to Black Creek Veterinary Hospital and Clay/Duval Pet Emergency Hospital being chosen to render care for my dog and I agree that I will hold them completely harmless and not liable for any injury, illness, death, or loss of my dog while they are administering whatever treatment they feel necessary to recover the health of my dog. I will pay the full amount of all charges associated with the medical treatment given to my dog by Black Creek Veterinarians or Clay/Duval Emergency Veterinarians at, or before the time of picking up my dog.

## **Possible After Hours or Emergency Medical Needs:**

I authorize and hold harmless any available Poochie's employee to transport my dog to Clay/Duval Pet Emergency Hospital to receive "after hour" care if the Poochie's staff agrees that the health situation should not wait until the next day to be treated.

I authorize the Poochie's employee to sign the hospital's waiver/contract on my behalf in order for the emergency hospital to begin treating my dog.

*In a life or death situation that requires a decision to be made,*

unless I have left Poochie's with a written statement saying otherwise then I agree with the following: "If myself or my emergency contact, have not been able to be reached for a decision in time, I authorize the veterinarian attending to my dog to take any steps necessary in order to attempt to save my dog's life. I alone am responsible for and will promptly pay the hospital for all fees due during/after treating my dog.

**Do you agree with the policies and waiver of liability?  
Any questions that we didn't cover in the safety brief?**

**Final Statement:** In exchange for the opportunity to use Poochie's Park or any of its services offered on the premises including if/when my dog is engaged with its partner companies Black Creek Pet Clinic and K9-Perceptions, I hereby waive and release liability and I will hold harmless and indemnify the companies named above and its owners and employees from any and all liability, claims, demands, causes of action, loss, damage, injury or illness to person, dog or other property, including any death and serious injuries which may be caused by myself, my guest(s), or my dog(s), or caused by another visitor, their guest, or their dog, or by accidental causes or acts of god while they are on the premises or surrounding area.

Full Name of Dog Owner: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_