

## RELEASE OF LIABILITY

I am at least 18 years of age, and I understand that I have enrolled my dog or dogs for services from **Detroit Dog Daycare, Inc., d/b/a Canine to Five (“Canine to Five”)**, including daycare, boarding, training, and/or grooming. I am the legal owner of the dog(s). I assume all risk, danger, and responsibility for any or all injuries while the dog is receiving services from Canine to Five.

I understand there is always some risk of injury to me or my dog when at Canine to Five. I know that dogs can be inherently difficult to control, and despite active supervision by Canine to Five, unforeseeable accidents may happen at any time. I agree to make Canine to Five aware of any injuries, allergies, medical ailments, physical limitations, and pre-existing conditions at drop-off. I acknowledge that Canine to Five is not the owner of any dogs that are housed in its facility, and I understand that neither Canine to Five nor its employees shall be responsible for the actions of any dog housed with Canine to Five. I understand that due to normal play between dogs, cuts, scratches, punctures, torn ligaments, and other injuries can occur to my dog, even if the dogs are carefully supervised. I understand that my dog may have access to an outside fenced area. I agree that Canine to Five is not responsible for any liability caused if my dog were to escape. I understand that if my dog requires special needs care (including care for pre-existing conditions), that such special needs may increase the risk for injury or illness, and that Canine to Five is not liable for such injury or illness (including those arising out of pre-existing conditions).

If I am participating in training or offsite activities, which may include classes, seminars, group, or private training, social events, or any other event sponsored by or held in conjunction with Canine to Five, I agree to abide by the instructions of Canine to Five staff at any or all such activities. I understand that dogs may be handled by others than Canine to Five staff, and those dogs may be difficult to control in some situations. I agree to be responsible for the actions of my dog and any affiliated person. I recognize that I will take care to ensure my dog is handled in a reasonable way, and that Canine to Five is not responsible for any unintentional errors, omissions, or incorrect assertions. I recognize that I will indemnify and hold harmless Canine to Five against any claims by third parties regarding my actions or the actions of my dog, including, but not limited to, injury, loss, expense, damages, or attorney fees and court costs.

I agree to pay for services rendered upon pickup and to store a credit card on file for overnight boarding stays. I agree to pay a boarding deposit in order to reserve any overnight stay that falls on or near a federal holiday. I understand that if I enroll in and pay for services from Canine to Five, but do not attend or use those services, I am not entitled to a refund. Should any services be

rescheduled due to weather or unforeseen circumstances by Canine to Five, every attempt will be made to accommodate me with a replacement service. I agree to pay for any unused reservations, and should I fail to cancel any grooming appointments that cannot be met, to pay a deposit prior to booking a future appointment.

If Canine to Five is providing grooming services for my dog, I understand that accidents may occur during the course of grooming, such as cuts, scratches, scrapes, clipper burns, and brush burns. I agree that these accidents are likely caused by excessive or unanticipated movement from my dog, but may also be caused if the dog is older, or if my dog's hair is severely tangled or matted. If my dog's hair is severely tangled or matted, I understand that my dog may need to be shaved, and extra care must be taken to resolve the issue at an additional cost to me. I also understand that grooming may expose a hidden medical problem, or aggravate a current one. I agree that it is my responsibility to advise Canine to Five of any pre-existing conditions prior to grooming. Canine to Five may refuse grooming services for any dog in its sole discretion, and I understand that should my dog be aggressive or dangerous during grooming, it may be subject to an additional charge. Should an accident occur, Canine to Five agrees to notify me promptly, and if necessary, will seek immediate veterinary care. I understand that I will be responsible for any veterinary costs incurred on behalf of my dog, and I will pay them at the time I pick up my dog.

I confirm that I regularly provide my dog with flea treatments. Should Canine to Five find fleas present on my dog, my dog will be given a mandatory flea bath to protect the other dogs at Canine to Five, and that I am responsible for the cost associated with the flea bath.

By enrolling my dog for services with Canine to Five, I am representing that my dog is in good health, and that I am unaware of any violent or aggressive tendencies my dog may have exhibited in the past to people and/or other dogs. I agree that, if my dog is above the age of 9 months and/or is being enrolled for group play boarding or daycare, my dog has been spayed or neutered, and that it has received its necessary vaccinations (including: Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Rabies, and Bordetella). I understand that even if my dog is vaccinated for Bordetella (canine cough) or Canine Influenza, there is always a chance that my dog could contract an upper respiratory infection or other illness. In the event my dog falls ill in Canine to Five's care, I agree to arrange prompt pick up and am responsible for any isolation fees that may incur during the time my dog is isolated. I agree that Canine to Five has my permission to obtain any and all medical records regarding my dog, and that the veterinarian named on my account may release all medical information and/or updates to Canine to Five upon request. I understand that Canine to Five reserves the right to dismiss or refuse admittance to any dog that does not meet the health, temperament, or other standards. This determination shall be

made at the sole discretion of Canine to Five. I understand that Canine to Five cannot admit my dog for any services should they be pregnant, nursing, or going through their heat cycle.

In the event my dog requires medical attention, I authorize Canine to Five to provide the maximum level of care required by the medical condition. By signing this form, I am authorizing Canine to Five to contact my veterinarian regarding any treatment needed by my dog, and I agree to pay for any treatment Canine to Five obtained for my dog. Depending on the severity of the injury or illness of my dog, I agree that Canine to Five may make a decision to take the dog to the nearest care facility, rather than my veterinarian of choice. I know that Canine to Five will reasonably attempt to contact me and/or my emergency contact to discuss any injury or illness, but that circumstances may be such that decisions need to be made regarding my dog's immediate care before I may be contacted. I also agree that, if Canine to Five incurs additional expenses when obtaining treatment for my dog, including hourly staff expenses, veterinarian bills, and other costs such as mileage, I will be solely responsible for any such charges, and I will pay them at the time I pick up my dog.

I agree to abide by the Canine to Five Rules, which are posted on Canine to Five's website, and which Canine to Five may revise from time to time. I understand that any health or behavioral problems that arise while my dog receives services from Canine to Five shall be handled by the staff as deemed best by them given the circumstances presented. I agree that Canine to Five may use a behavior support tool, such as a Thundershirt, or other recognized device if my dog creates a disturbance or exhibits anxiety. I agree that no warranty or guaranty has been made by Canine to Five regarding the safety of my dog during its stay at Canine to Five, and although Canine to Five will use its best efforts to protect my dog, the inherent and uncontrollable nature of dogs makes any accident unforeseeable.

I agree that if my dog is not picked up on their departure date before the business closes, Canine to Five is authorized to take whatever action is required for continued care of my dog, and I agree to pay Canine to Five for all costs of continuing care. If, after 48 hours past the scheduled pick-up without contact from me, my dog is not picked up by me or an authorized representative of me, Canine to Five is authorized to deliver the dog to Michigan Humane, and that Canine to Five shall not be responsible for the dog after such delivery.

I will not hold Canine to Five, its employees, agents, or property owners responsible for any injury to my dog while it is in daycare or boarding. For myself, my heirs, executors, administrators, and assigns, I release, indemnify, and hold harmless Canine to Five from and

against any blame and liability whatsoever for any nature or kind for any claims, suits, loss, injury, or damage which I or my dog may sustain, or which may be caused in any way by my dog. I understand that it is my responsibility to keep my dog secured on a leash while in the lobby of Canine to Five and/or ensure my dog is secured properly in an intake kennel until a leash is able to be securely fastened. Should my dog get loose and cause injury to themselves or others, or be harmed by another dog, either within the lobby or on Canine to Five's property, I am responsible for the full cost of any veterinary services that may be needed for my dog or another client's dog. I further agree that any photos or videos of my dog will remain the property of Canine to Five, and that Canine to Five may use my dog's photograph or video in any promotional or marketing materials. I understand that this release includes releasing any costs I may sustain of any nature, including medical or veterinary bills, attorney's fees, court costs, and consultant fees. I understand that this Release of Liability is continuing for the duration of the services provided by Canine to Five. This Release of Liability cannot be amended or rescinded by the oral statements or actions of Canine to Five employees, and any amendments to this Release of Liability must be in writing. I have had the opportunity to read and review this Release of Liability and I understand its contents.