



KIKI'S PET SPA POLICIES, PROCEDURES AND PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration for my dog being permitted to attend Kiki's Pet Spa & Boutique (herein after "Kiki's Pet Spa" or "Kiki's") for day and overnight boarding, I make the following representations and agree to all of the following policies, procedures, terms and conditions.

SPECIFIC REQUIREMENTS. My dog meets the following requirements: he/she has successfully completed the Kiki's Behavioral Interview; is (4) months of age or greater; he/she is spayed or neutered (if over six (6) months of age); is current on his/her Rabies, Distemper and Bordetella vaccinations; is in good general health and free of tick and fleas; is not aggressive or protective of toys; meets all other municipal or state licensure and other requirements; will come to Kiki's with a quick release collar that contains a identification tag bearing their name and guardian or owner's current contact information. I have completed the Kiki's Member Application and have provided Kiki's with a current and valid credit card number. My dog will enter and exit the Kiki's Pet Spa facility with a leash.

PERSONAL PROPERTY. I agree that Kiki's Pet Spa shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to me or my dog. I also understand and agree that my dog's collar may be removed in the play area to prevent injury to any dog. If my dog causes any damage to the Kiki's facilities or equipment, I agree to be fully responsible for the full cost of any repair or replacement.

FEES. I agree to pay for all Kiki's fees, services and products with the credit card number I have provided in the Member Application, or by cash or check at the time I pick up my dog after each visit to Kiki's Pet Spa. I give my express permission for Kiki's Pet Spa to charge any of the credit card numbers I provided on the Member Application for any unpaid fees, services or products. I further agree to pay the cost of any check or debit charges returned or challenges to for any reason.

AGGRESSIVE DOGS. My dog is not aggressive. Kiki's Pet Spa loves all dogs, but I understand that aggressive dogs are not permitted to attend Kiki's Pet Spa and that if any dog acts aggressively or exhibits unacceptable behavior he/she may be separated from the other dogs. Kiki's Pet Spa will use reasonable efforts to consult dog's parents about aggression and ways to address it, however aggressive dogs may be asked not to return to Kiki's. Such determinations will be made at the sole discretion of Kiki's Pet Spa.

DUTY TO DISCLOSE. I have disclosed any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my dog's ability to participate in play time or otherwise attend Kiki's as a member.

PARTICIPATION. I understand that dog participation in play time is at the sole discretion of Kiki's Pet Spa and that my dog may be separated from other dogs or asked to leave for any reason in the sole discretion of Kiki's.

ACCEPTANCE AND ACKNOWLEDGEMENT OF PARTICIPATION RISK. I fully understand that: (a) there are inherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs, which may result in property damage or bodily injury, including permanent disability, sickness or death to human or dog; and (b) there may be other risks not known to me nor readily foreseeable at this time (collectively "risks"). I fully accept and assume all risks and responsibility for all risks, including, without limitation, all losses, costs and damages incurred as a result of my or my dog's participation in the event.

PHOTOS AND VIDEO RELEASE. I agree to allow Kiki's Pet Spa, its owners, employees, officers, directors and agents to use my dog's name and any images or likeness of my dog taken while he/she is attending Kiki's Pet Spa, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

VETERINARIAN LIABILITY AND CARE. I agree to allow Kiki's Pet Spa to obtain medical treatment for my dog, if, in its sole discretion it appears that, he/she is ill, injured or exhibits any other behavior that would reasonably suggest that my dog may need medical treatment. I agree That I Am Fully Responsible For The Cost Of Any Such Medical Treatment, And For The Cost Of Any Transportation For The Purposes Of Such Treatment Provided To My Dog.

WAIVER, RELEASE AND INDEMNIFICATION. I HEREBY EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND AND COVENANT NOT TO USE KIKI'S PET SPA, and their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, lessors, and any parties owning, controlling or having any interest in the property at which the Event is taking place, and all other representatives or agents (the "Releasees") from and against ANY AND ALL INJURY, LIABILITY,

CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES, OR DEMANDS (including reasonable attorney's fees) OF EVERY CHARACTER WHATSOEVER on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the Releasees, including negligence, and (ii) my or my dog's participation in activities at Kiki's Pet Spa, or otherwise. I FURTHER AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS the Releasees from any claims, litigation, actions, suits, damages, costs, attorney's fees, losses or injuries as the result of any such claim. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE KIKI'S PET SPA FROM ANY DUTY TO PROTECT ME OR MY DOG(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF KIKI'S PET SPA CHOOSE TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED KIKI'S PET SPA FROM ANY DUTY TO PROTECT ME OR MY DOG(S).

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "KIKI'S PET SPA POLICIES, PROCEDURES AND PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT" (THE "AGREEMENT") AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY DOG(S).

Signature

Date