



CANYON PET HOSPITAL

Northern Arizona's premier veterinary hospital

PET BOARDING RELEASE

I, _____, ("Owner") agree to the following terms and conditions for the kennel and boarding services provided by Canyon Pet Hospital ("Canyon Pet"):

1. Ownership. Owner represents and warrants that Owner is the rightful owner of the pet identified above and agrees to indemnify and hold harmless Canyon Pet in the event of any challenge to Owner's legal ownership of the pet.
2. Fees, Costs, and Charges. Owner agrees to pay the fees for boarding and all charges for other services requested or required, including but not limited to the healthy pet exam that may be required as a condition of Canyon Pet's boarding of Owner's pet. All costs and charges are due at the time Owner's pet is picked up by Owner. If all costs and charges are not paid, Owner agrees to pay all expenses and costs associated with collecting the unpaid fees and charges, including reasonable attorneys' fee. Owner agrees that he or she is responsible for the cost of all veterinary services provided to Owner's pet, including emergency veterinary services as provided below.
3. Abandoned Pets. If Owner's pet is not claimed within two (2) days of the departure date, and no arrangement has been made to extend the pet's boarding, Owner's pet shall be deemed abandoned, and Canyon Pet shall be entitled to exercise its rights to place the pet with a new owner pursuant to A.R.S. § 3-1310.
4. Owner's Representations and Warranties (including vaccinations). Owner represents and warrants that Owner has provided all required information regarding his or her pet's vaccinations and that all vaccination information provided is true, correct, and current. Owner also represents that Owner has provided all information appropriate and necessary for Canyon Pet to responsibly and safely provide boarding services to Owner's pet, including all information appropriate and necessary for the safety and health of Canyon Pet staff and other pets and animals in Canyon Pet's care.
5. Emergency Veterinary Services. In the event Owner's pet becomes ill, injured, or otherwise requires medical attention, Canyon Pet will attempt to contact the Owner as soon as practicable. Notwithstanding efforts to contact Owner, Owner hereby authorizes Canyon Pet, in its sole discretion, to provide appropriate and necessary veterinary services if Owner's pet becomes ill, injures, or otherwise requires medical attention. This authorization granted to Canyon Pet is limited to veterinary services up to \$250.00 in value or \$ _____ in value, whichever is higher (Owner's initials authorizing higher amount: _____). If a veterinarian determines that emergency treatment is necessary to save the pet's life or preserve its quality of life, and Owner or the emergency contact cannot be reached, Canyon Pet is authorized to provide the emergency treatment.
6. Assumption of Risk. Owner acknowledges and understands that Canyon Pet will use all reasonable care and precautions for the safety, health, and well-being of Owner's pet, but Owner expressly assumes the risk of injury and/or illness to Owner's Pet, including but not limited to injury, diseases, or other

conditions from other animals at Canyon Pet’s facilities or other source, and assumes the risk of liability to other pet owners whose pets are boarded or cared for at Canyon Pet’s facilities. Owner also assumes the risk of loss, damage, or destruction of any personal property owned by or belonging to Owner, Owner’s pet, or Canyon Pet. Owner also acknowledges and understands that Canyon Pet staff may not be, and typically are not, continuously present at Canyon Pet’s facilities between 5:00 p.m. and 8:00 a.m.

7. Indemnification. Owner agrees to release, indemnify, and hold harmless Canyon Pet, or its officers, directors, shareholders, employees, or agents, from any and all damages, claims, loss, liabilities, costs or expenses, including reasonable attorneys’ fees and related costs, arising out of or related to Canyon Pet’s boarding services and other services under this Pet Boarding Contract and Release (“Contract”), except for damages, claims, loss, liabilities, costs or expenses arising from Canyon Pet’s gross negligence or intentional or willful misconduct. Owner’s release, indemnification, and hold harmless agreement includes, without limitation, (a) any inaccuracy in any statement or information provided by Owner; (b) any bites, injuries, property damage or destruction, or transmission of disease caused by or attributed to Owner’s pet; and (c) any breach of this Contract by Owner.
8. Limitation on Liability. Owner and Canyon Pet expressly agree that Canyon Pet’s liability will not, in any event, exceed the lesser of the current chattel value of Owner’s pet (the value of a pet of the same species and breed) or the sum of \$200.00.
9. Owner’s Pet Does Not Generate Revenue or Income. Owner also represents and warrants that Owner does not generate revenue or income arising from or related to Owner’s ownership or interest in the pet and that Owner does not intend to generate such revenue or income in the future.
10. Governing Law; Jurisdiction; Dispute Resolution. This Contract shall be governed by the laws of the State of Arizona. Owner and Canyon Pet agree that jurisdiction and venue shall be proper in the appropriate local or state court located in Coconino County, Arizona. Owner and Canyon Pet agree to attempt negotiation and mediation in good faith before either party may file a cause of action.
11. Entire Agreement. This Contract and any addendums or related documentation regarding Owner’s pet constitute the entire pet-boarding agreement between Owner and Canyon Pet. This Contract shall be binding on and inure to the benefit of the heirs, agents, and assigns of Owner and Canyon Pet. Any modification of this Contract must be in writing and signed by both parties.
12. Owner acknowledges that he or she has read and understood this Contract, and Owner agrees to all of its terms and conditions.

OWNER:

CANYON PET
By its authorized representative:

Signature

Signature

Printed Name

Printed Name and Title