

Pleasant Paws Waiver and Terms and Conditions

PLEASANT PAWS LLC

PLEASANT PAWS INN THE DOG HOUSE (SNELLVILLE)
PLEASANT PAWS INN MONROE

BOARDING, DAYCARE, GROOMING, TRAINING, AND LIABILITY AGREEMENT

By checking the box and/or signing this Agreement, I certify that I am the legal owner or authorized agent of the pet(s) identified herein and agree to the following terms and conditions:

1. OWNER REPRESENTATIONS

Owner represents that all information provided regarding the pet is true and accurate. Owner further represents that the pet:

- Is current on all vaccinations required by Pleasant Paws LLC ("Pleasant Paws");
- Has not been exposed to Rabies, Canine Distemper, Feline Distemper, Bordetella (Canine Cough), or other contagious diseases within the previous thirty (30) days;
- Is in good health except for conditions disclosed in writing to Pleasant Paws;
- Has no known medical, behavioral, or aggression issues except those disclosed in writing to Pleasant Paws.

Owner agrees to promptly update Pleasant Paws regarding any changes to the pet's health or behavior.

2. PAYMENT OF FEES

Owner agrees to pay all boarding, daycare, grooming, training, medication administration, veterinary, emergency, transportation, and other charges incurred during the pet's stay.

All charges are due in full before the pet is released from Pleasant Paws.

If the pet is not picked up as scheduled, boarding and/or daycare charges will continue to accrue at the applicable rate.

If Owner does not pick up the pet by 12:00 PM on the scheduled departure date, Owner agrees to pay one-half (1/2) of the current daycare rate for that day.

Pleasant Paws reserves all rights provided under Georgia law concerning abandoned animals, liens, collection costs, and disposal of unclaimed pets.

3. HOLIDAY DEPOSITS AND LONG-TERM STAYS

For holiday and peak boarding periods designated by Pleasant Paws, a minimum \$50 deposit is required to reserve a boarding space.

Deposits are non-refundable unless cancellation is received at least forty-eight (48) hours prior to the scheduled arrival date.

For long-term boarding (30 days or greater), board-and-train programs, or special arrangements, Pleasant Paws may require advance payment, deposits, or additional contractual agreements.

4. ASSUMPTION OF RISK

Owner understands and acknowledges that boarding, daycare, grooming, training, transportation, exercise, socialization, and interaction with people and other animals involve inherent risks that cannot be entirely eliminated despite reasonable care and supervision.

Such risks include, but are not limited to:

- Dog-to-dog injuries;
- Bites, scratches, punctures, lacerations, abrasions, and broken nails;
- Illness and disease transmission;
- Stress-related illnesses;
- Heat-related conditions;
- Allergic reactions;
- Orthopedic injuries;
- Escape attempts;
- Injury, disability, or death.

Owner knowingly and voluntarily assumes all such risks associated with the pet's participation in any Pleasant Paws service.

5. DAYCARE, PLAYGROUP, AND DOG-TO-DOG INTERACTION RELEASE

Owner understands that Pleasant Paws may allow dogs to participate in supervised group play, socialization activities, daycare, boarding playgroups, and training exercises.

Owner acknowledges that temperament testing, evaluations, behavioral screenings, staff observations, and prior successful interactions with other dogs are intended only to reduce risk and do not guarantee the future behavior of any dog. Dogs may react differently under varying circumstances, and Pleasant Paws makes no representation or guarantee that any dog will remain non-aggressive, non-reactive, or safe in all situations.

Owner acknowledges that even carefully screened and supervised dogs may engage in unpredictable behavior that could result in injury, illness, or death.

Owner expressly assumes the risks associated with such interactions and releases Pleasant Paws LLC, Pleasant Paws Inn The Dog House (Snellville), Pleasant Paws Inn Monroe, and their owners, officers, managers, employees, contractors, trainers, volunteers, and agents from any liability arising from injuries, illness, property damage, or death resulting from interactions between animals, except where prohibited by law.

6. VETERINARY CARE AUTHORIZATION

If the pet becomes ill, injured, or otherwise requires medical attention, Pleasant Paws may, in its sole discretion, seek veterinary care deemed reasonably necessary.

Pleasant Paws will make reasonable efforts to contact the Owner and/or Emergency Contact prior to obtaining treatment when circumstances permit.

However, in any emergency or time-sensitive situation, Pleasant Paws may immediately transport the pet to a veterinarian or emergency veterinary facility without prior authorization.

Owner authorizes all reasonable medical treatment and agrees to pay all related veterinary, transportation, hospitalization, medication, emergency, and associated costs.

7. EMERGENCY CONTACT REQUIREMENT

Owner shall provide a valid emergency contact authorized to make medical and financial decisions concerning the pet.

If neither Owner nor Emergency Contact can be reached, Pleasant Paws is authorized to make decisions reasonably believed to be in the pet's best interests.

8. PRE-EXISTING CONDITIONS

Owner acknowledges that stress, excitement, exercise, age, environmental changes, interaction with other animals, and separation from home may aggravate pre-existing medical or behavioral conditions.

Pleasant Paws shall not be responsible for complications, illness, injury, disability, or death arising from disclosed or undisclosed pre-existing conditions.

9. MEDICATIONS

Any medical conditions, allergies, dietary restrictions, medications, or supplements must be disclosed before check-in.

Owner acknowledges that administration of medications carries inherent risks.

Pleasant Paws shall not be liable for adverse reactions, complications, missed doses resulting from a pet's refusal, or unforeseen outcomes associated with medication administration except as otherwise required by law.

10. GROOMING SERVICES

Owner acknowledges that grooming may reveal, aggravate, or expose pre-existing conditions including but not limited to:

- Skin irritations;
- Hot spots;
- Ear infections;
- Matting-related injuries;
- Growths, warts, moles, or skin tags;
- Underlying medical conditions.

Owner releases Pleasant Paws from liability for conditions that are pre-existing or reasonably unavoidable during grooming services.

11. TRAINING SERVICES

Owner understands that dog training results cannot be guaranteed.

Pleasant Paws makes no representation or warranty regarding the future behavior, obedience, reliability, temperament, or performance of any dog.

Successful training depends upon continued reinforcement and consistency by the Owner.

12. DEATH OF PET

In the event of the pet's death while in Pleasant Paws' care, Pleasant Paws will attempt to contact the Owner and Emergency Contact for instructions.

If neither party can be reached within a reasonable time, Pleasant Paws may transport the pet to a licensed veterinary facility for storage, handling, cremation arrangements, or other disposition deemed appropriate.

All associated expenses shall be the responsibility of the Owner.

13. LIMITATION OF LIABILITY

Pleasant Paws agrees to exercise reasonable care and supervision consistent with industry standards.

Owner acknowledges that no amount of supervision can eliminate all risks associated with boarding, daycare, grooming, training, transportation, or interaction with people or animals.

Except where prohibited by law, Pleasant Paws shall not be liable for any injury, illness, death, escape, theft, disappearance, property damage, disease transmission, or other loss arising from:

- Participation in boarding, daycare, grooming, training, transportation, or social activities;
- Dog-to-dog interactions;
- Fence climbing or escape attempts;
- Fire;
- Natural disasters;
- Severe weather;
- Power failures;
- Utility interruptions;
- Government actions;
- Pandemics;
- Acts of God; or
- Other events beyond Pleasant Paws' reasonable control.

14. RELEASE OF LIABILITY

Owner releases, waives, discharges, and agrees not to sue Pleasant Paws LLC, Pleasant Paws Inn The Dog House (Snellville), Pleasant Paws Inn Monroe, and their owners, members, officers, managers, employees, contractors, trainers, volunteers, and agents for any claims, demands, damages, causes of action, losses, liabilities, costs, or expenses arising out of or relating to the pet's participation in any service provided by Pleasant Paws.

15. INDEMNIFICATION

Owner agrees to indemnify, defend, and hold harmless Pleasant Paws LLC, Pleasant Paws Inn The Dog House (Snellville), Pleasant Paws Inn Monroe, and their owners, officers, managers, employees, contractors, trainers, volunteers, and agents from and against any claims, damages, liabilities, losses, judgments, settlements, costs, attorney's fees, and expenses arising from:

- The pet's actions or behavior;
- Injury caused by the pet to any person, animal, or property;

- Violation of this Agreement by Owner; or
- Any claim brought by a third party relating to the pet.

16. PHOTO AND VIDEO RELEASE

Owner grants Pleasant Paws permission to photograph, videotape, or otherwise record the pet while on the premises.

Owner authorizes Pleasant Paws to use such images or recordings for marketing, advertising, educational, promotional, website, social media, and business purposes without compensation.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

18. BINDING ARBITRATION AGREEMENT

Any dispute, claim, controversy, or cause of action arising out of or relating to this Agreement, the services provided by Pleasant Paws, the pet's stay, treatment, injury, illness, death, behavior, or any other interaction with Pleasant Paws shall be resolved exclusively through binding arbitration.

The arbitration shall be conducted before a single neutral arbitrator in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed arbitration provider.

The arbitration shall take place in:

- Walton County, Georgia, for disputes involving Pleasant Paws Inn Monroe; or
- Gwinnett County, Georgia, for disputes involving Pleasant Paws Inn The Dog House (Snellville).

The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

19. WAIVER OF JURY TRIAL

OWNER UNDERSTANDS AND AGREES THAT BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY.

ALL DISPUTES SHALL BE RESOLVED THROUGH BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

20. ATTORNEY'S FEES AND COSTS

In any arbitration, collection action, or legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, arbitration fees, court costs, expert witness fees, and other litigation-related expenses.

21. CLASS ACTION WAIVER

Owner agrees that any claim against Pleasant Paws shall be brought solely in the Owner's individual capacity and not as a plaintiff, claimant, or class member in any purported class action, collective action, representative action, or consolidated proceeding.

Owner expressly waives any right to participate in a class action lawsuit or class arbitration against Pleasant Paws.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, or agreements.

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23. ACKNOWLEDGMENT

BY CHECKING THE BOX AND/OR SIGNING BELOW, OR REVIEWING THIS DOCUMENT VIA OUR WEBSITE OWNER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, BINDING ARBITRATION, CLASS ACTION WAIVER, AND WAIVER OF JURY TRIAL PROVISIONS.