

*Agreement, Disclaimer and Waiver*

Guardian/Owner's Name \_\_\_\_\_

Dog's &/or Cat's Name(s) \_\_\_\_\_ Breed \_\_\_\_\_

Dog's &/or Cat's Name(s) \_\_\_\_\_ Breed \_\_\_\_\_

Dog's &/or Cat's Name(s) \_\_\_\_\_ Breed \_\_\_\_\_

Dog's &/or Cat's Name(s) \_\_\_\_\_ Breed \_\_\_\_\_

Emergency contact number where we can reach you: \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_ State \_\_\_\_\_

Please provide us with a local emergency contact person that will be available in your absence and has permission to accept or decline emergency medical care for your pet.

Name: \_\_\_\_\_ Phone # \_\_\_\_\_  Authorized to pick up pets

Name: \_\_\_\_\_ Phone # \_\_\_\_\_  Authorized to pick up pets

**List ANYONE who has authorization to pick up your pet(s):**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Has your dog ever tried to jump/climb a 6' fence?  Yes  No

Would you like your dog to have supervised, off leash play time with other dogs?  Yes  No

Has your pet ever bitten anyone?  Yes  No. If yes, please explain in detail. \_\_\_\_\_

LIST PERSONAL BELONGS LEFT WITH PET: \_\_\_\_\_

**PLEASE READ THIS CAREFULLY.**

This agreement, disclaimer, and waiver (the "Agreement") impacts, limits, or waives, any rights you, your dog(s)/cat(s), or anybody you bring along with you to our facility, is injured or otherwise suffers damages during such visit to our facility or during any grooming, doggy daycare, and boarding at or with SCAH, P.C. (D/B/A SWIFT CREEK ANIMAL HOSPITAL), a Virginia professional corporation ("Swift Creek"). It also states your responsibilities regarding fees and expectations associated with grooming, doggy daycare, and boarding at Swift Creek Pet Resort/Swift Creek Animal Hospital.

I, \_\_\_\_\_ (participant/guardian of dog(s)/cat(s) referenced above) hereby agree as follows with respect any Swift Creek facility and to the grooming, doggy daycare, and/or boarding programs provided at or through Swift Creek:

1. I hereby irrevocably release, waive, discharge, and covenant not to sue Swift Creek and any of the officers, servants, agents, employees and volunteers (hereinafter referred to as "Releasees" and each individual as a Releasee) for any and

all liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death, that occurs as a result of my presence at a Swift Creek facility, any person or animal I bring with me to a Swift Creek facility, my pet(s) presence at a Swift Creek facility, my participation, my invitee's participation, or my pet(s) participation, in any activity occurring at a Swift Creek facility or services and activities provided by or through Swift Creek, including, but not limited to, grooming, doggy daycare, boarding, and any ancillary services (the "Activities" and each individually an "Activity"). In addition, you hereby agree to indemnify, defend, and hold harmless, any Releasee from any and all claims, damages, and causes of action arising out of my participation and/or my pet's participation in the Activities.

2. Participation in Activities, by you or your pet, is voluntary. Likewise, Swift Creek reserves the right, in its sole discretion, to excuse any pet from any Activity at any time based on their behavior.
3. It is your choice to bring other people to an Activity and/or to a Swift Creek facility. Such other attendees do so at his or her risk and it is your sole responsibility to ensure their safety and well-being.
4. Swift Creek and the Releases cannot and do not control or guarantee any animal's behavior at any time, during its participation in any Activity or during its presence at a Swift Creek facility. We can only evaluate and supervise to the best of our ability.
5. I hereby represent, warrant, and covenant, to Swift Creek that that my dog(s)/cat(s) is in good health and has not injured or shown aggression or threatening behavior to any other person or animal. I understand that Swift Creek and all Releasees have relied on this representation in deciding to allow such pet's participation in the Activity.
6. Participating dogs and cats are to be current on their vaccinations. Swift Creek requires a current DHPP vaccine (1 or 3 year), Bordetella (6 month) and Rabies vaccine (1 or 3 year) if the dog is old enough. We require a current Feline Distemper vaccine (1 or 3 year) and Rabies vaccine (1 or 3 year) if the cat is old enough. By signing this agreement, you certify that your dog and/or cat is current on his/her vaccinations.
7. I hereby acknowledge and agree that Swift Creek and the other Releasees are not responsible and shall not be liable for any injury, incident or accident arising from your pet's presence at the Swift Creek facility, participation in any Activity, including during transit to or from the Activity.
8. I hereby agree that Swift Creek hereby has permission to use any photos taken of me and/or my dog/cat during any Activity for advertising purposes. Names of owner(s) and/or participant(s) will not be printed or released. However, I hereby give us permission to use my pet(s) name.
9. Dogs/cats will be supervised at all times while in the bathtub and on our grooming tables. However, I understand that dogs/cats can be unpredictable and injury can occur in the grooming/bathing process. By signing below, I'm giving permission for my dog(s)/cat(s) to be groomed/bathed. I understand that there are risks and benefits associated with grooming/bathing my pet. I agree that the benefits outweigh the risks and that I accept the risks.
10. Daycare and boarding dogs will be supervised at all times during outdoor playtimes. However, any time groups of dogs play off leash together there is a chance for injury. By signing below, I give my permission for my dog(s) to play off leash with other dogs and play on agility equipment while at the Swift Creek facility. I understand that there are risks and benefits associated with group socialization of dogs. I agree that the benefits outweigh the risks and that I accept the risks. I desire a socialized environment for my dog while attending the services provided by Swift Creek and while in Swift Creek's care. I understand that while the socialization and play are closely monitored by Swift Creek staff to prevent injury, it is still possible that during the course of normal play my dog may be injured by or during play or roughhousing with other dogs.
11. I further understand and agree that Swift Creek and the other Releasees will not be liable, financially or otherwise, for injuries to my dog and/or cat, me or any property of mine while my dog(s)/cat(s) is participating in Activities provided by Swift Creek or otherwise present at a Swift Creek facility. I hereby release Swift Creek and the other Releasees from any liability of any kind arising from my dog(s)/cat(s)'s participation in any and all Activities provided by or through Swift Creek.

12. I further understand that I am solely responsible, financially or otherwise, for any injury, harm, or damage caused by my dog(s)/cat(s) while my dog(s)/cat(s) is present at the Swift Creek facility and/or participating in the Activities.
13. I further understand and agree that any problems with my dog(s)/cat(s), behavioral, medical or otherwise will be treated as deemed best by Swift Creek staff at their sole discretion, and in what they view as the best interest of the animal. I understand that I assume full financial responsibility and all liability for any and all expenses involved in regards to the behavior, health, actions, and treatment of my dog(s)/cat(s).
14. If my dog(s)/cat(s) does become ill or injured in what is deemed by RELEASEES as non-emergency, and Swift Creek is unable to reach me, I authorize the following with respect to my pet's treatment:
  - Please perform any services the doctor deems necessary for the best care of my pet until someone can be reached.
  - I authorize up to \$\_\_\_\_\_ to be spent on such medical services.
  - Do not administer any non-emergency medical services until specific authorization is given.
15. If my pet requires lifesaving treatment or other emergency treatment to relieve immediate discomfort or resolve an important or life-threatening medical condition, I authorize you to incur expenses, for which I agree to be responsible for the payment of, in the following maximum amount. \$300  \$500  \$1000  Unlimited  (**PLEASE CHECK AMOUNT**). **FAILURE TO CHECK THE ABOVE WILL RESULT IN RELEASEES BEING UNABLE TO PROVIDE MEDICAL TREATMENT TO INCLUDE BUT NOT LIMITED TO LIFE SAVING PROCEDURES, WHICH COULD RESULT IN THE DEATH OF YOUR PET. \* Should Swift Creek Animal Hospital be closed pets will be transferred to the another emergency veterinary facility for emergency medical care and the above information will be used until an Owner or Emergency contact can be reach to authorize more care if necessary.**
16. I understand that if my dog(s)/cat(s) is not picked up on time or by a date specified in a separate agreement with Swift Creek, I hereby authorize Swift Creek and the Releases to take whatever action is deemed necessary for the continuing care of my dog(s)/cat(s). I will pay Swift Creek the cost of any such continuing care upon demand. I understand that if I do not pick up my animal, Swift Creek will proceed according to guidelines provided by Chesterfield County's Animal Services. I agree that my pet will be deemed abandoned if I do not pick up my animal within three business days following the date I was scheduled to pick up my pet and, during such time period, I fail to notify Swift Creek of the reason for such failure and an anticipated date/time by which I will pick up my pet. I also acknowledge that I will be fully responsible for all attorneys' fees and associated costs incurred by Swift Creek to properly deal with the dog(s)/cat(s) abandoned by me.
17. Leaving personal belongings (e.g. toys, beds, etc.) is allowed. As the owner, I am aware that neither Swift Creek nor any of the Releasees are or will be responsible for any items lost or damaged. If these items are soiled, Swift Creek will wash these items for sanitation purposes and sometimes the items do not hold up in the washer or dryer. Also, I recognize that pets often chew up their belongings while boarding.
18. On and around major holidays Swift Creek will be charge an additional \$2 per night / per pet. The major holidays include: New Year's Day, Spring Break / Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas. Calendars for an exact breakdown for the holiday rates are available through our website or at our front desk. The additional \$2 per night will apply to the dates that are in black.
19. Pets staying over the holidays will require an \$18 reservation fee in order to hold to reservation. Reservations may be canceled 48 hours prior to the first date of the reservation in order to receive a refund. Those who attend the reserved dates will be credited to \$18 upon invoicing the account for their stay.
20. I HEREBY ACKNOWLEDGE THAT SWIFT CREEK AND THE RELEASEES ARE NOT, AND WILL NOT BE, LIABLE TO ME OR ANYONE ELSE FOR ANY LOSS OR DAMAGES INCURRED OR SUSTAINED BY ME, MY PET, OR OTHERS AS A RESULT OF ANY SERVICES PROVIDED TO ME OR MY PET(S) BY SWIFT CREEK OR ANY RELEASEE. IN NO EVENT WILL SWIFT CREEK OR ANY RELEASEE

BE LIABLE TO ME OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED TO ME OR MY PET(S) BY SWIFT CREEK OR ANY RELEASEE. TO THE EXTENT ANY OF THE FOREGOING PROVISIONS ARE DEEMED IN APPLICABLE OR UNENFORCEABLE, I HEREBY ACKNOWLEDGE THAT SWIFT CREEK'S MAXIMUM AGGREGATE LIABILITY TO ME WITH RESPECT TO ANY DAMAGES, INJURY, OR LOSS, SUSTAINED OR INCURRED BY ME OR MY PET(S) WILL NOT EXCEED \$100.00 AND IN NO EVENT SHALL SWIFT CREEK BE LIABLE TO ME FOR ANY AMOUNT IN EXCESS THEREOF. INITIALS: \_\_\_\_\_

21. I understand and agree that any and all disputes or causes of action relating to or arising out of this Agreement, the Activities, or any other interaction involving me, my pet, and/or Swift Creek will be brought in a court of competent jurisdiction located in Chesterfield County, Virginia. I also understand and agree to pay for Swift Creek's reasonable attorney's fees and related expenses incurred by them in the defense of any action brought by me which I have waived and agreed not to pursue pursuant to this Agreement or in the event of any breach of this Agreement by me.

INITIALS: \_\_\_\_\_

By signing this Disclaimer, Agreement and Waiver, I state that I have read and understand the conditions set forth in this Disclaimer, Agreement and Waiver and that I agree to all conditions set forth herein, and that I sign this voluntary.

_____	
Signature	Date

Printed Name	Date
--------------	------

**\*\*\*Resort employee who checked in the client: \_\_\_\_\_ Initial\*\*\***

Patient MA Sticker

**Please turn over and complete detailed feeding and medication instructions.**

## DETAILED FEEDING INSTRUCTIONS

Pet's Name	AM		Lunch		PM		Special Instruction
	Amount	Resort Food/ Owner Food (Circle One)	Amount	Resort Food/ Owner Food (Circle one)	Amount	Resort Food/ Owner Food (Circle One)	
		Resort/Owner		Resort/Owner		Resort/Owner	
		Resort/Owner		Resort/Owner		Resort/Owner	
		Resort/Owner		Resort/Owner		Resort/Owner	
		Resort/Owner		Resort/Owner		Resort/Owner	

\*Should your pet run out of owner food Swift Creek Pet Resort to feed them resort food (Purina EN Sensitive Skin and Stomach)

\*Should your pet begin to show signs of diarrhea Swift Creek Pet Resort will begin to administer Purina ProPlan FortiFlora probiotic

1) Dry/Can/Both or Other \_\_\_\_\_

If other, please state \_\_\_\_\_

2) Does your pet have ANY food allergies \_\_\_\_\_

If yes, what is your pet allergic to? \_\_\_\_\_

3) Any other feeding instructions

\_\_\_\_\_  
\_\_\_\_\_

4) Is your pet on any Medications \_\_\_\_\_

If yes, there is a \$2.25 charge each time medication is given **(Insulin is \$8 per day).**

MEDICATION NAME	DOSAGE TO BE GIVEN	# OF TIMES TO BE GIVEN	TIMES TO BE GIVEN

5) Any other medication instructions

---

---

**\*\*\*Resort employee who checked in the client: \_\_\_\_\_ Initial\*\*\***