

Crate Escape Memphis Application for Services; Owner & Pet Information

- New Pet/Interview
- Additional Family Member (only complete Owner's Name(s) and 2nd pet's information)
- Existing Pet's Updated Information

Owner/Guardian's Name(s) _____

Address _____ City _____ State ____ Zip _____

Phone # 1 (____) _____ Phone # 2 (____) _____

E-Mail Address _____

Pet's Name _____ Birth Date ____ / ____ / ____ Weight _____ lbs.

Breed _____ Sex Male Female Color _____

My pet is Spayed Neutered Not spayed/neutered (if not will need to discuss additional details)

Veterinarian _____ Contact Name _____ Phone # (____) _____

Address _____ City _____ State ____ Zip _____

VACCINATIONS: Guardian/Owner is required to provide veterinary proof of current and updated Rabies, Distemper and Bordetella.

EMERGENCY CONTACT NAME (someone not traveling with you) _____

Relationship _____ City & State of Residence _____

Phone # 1 (____) _____ Phone # 2 (____) _____

Which Crate Escape services are you looking for? Day Care Overnight Boarding Training
 Pet Photography Pet Taxi/Transportation Other _____

PET BEHAVIOR QUESTIONS:

■ Is there a PERSON, type of ANIMAL, breed of DOG, or SITUATION your pet seems to be uncomfortable with? Yes No If yes, please describe _____

■ How long have you owned your pet? _____

■ Has your pet ever growled at or bit another PERSON or DOG? Yes No

If yes, what were the circumstances? _____

■ Will your pet allow a food item to be taken away without growling? Yes No

■ Will your pet readily share toys with other dogs? Yes No If No, Please describe _____

Client: Complete pages 1 & 2. Sign/date page 3. Initial 5 x on page 5. Employee: Sign/date page 3.

- Has your pet ever jumped a fence or barrier? Yes No
- Are there any areas on your pet's body where he/she DOES NOT like to be touched by humans?
 Yes No If yes, which areas? _____

- Has your pet ever socialized with a large group of dogs (5 or more)? Yes No
If yes, please describe _____

- Does your Pet play well with dogs of all sizes? Yes No
If No, Please describe _____

- Is your pet afraid of thunderstorms? Yes No
If yes, how do we make him/her feel comfortable? _____

- Are there any restrictions that should be placed on your pet's activities? Yes No
If yes, what activities? _____

DIET AND MEDICATIONS:

- Is it OK if your pet has a treat (Kong® with Peanut Butter) at bedtime if boarding? Yes No
- If your pet is not eating their food, do you have a preference on what we can offer to entice eating?

- Does your pet have any allergies or any other medical conditions? _____

MEDICATION: No Yes (Please list all medications. Attach a separate sheet if required.)

- Medication _____ Morning Afternoon Evening Qty _____
- Medication _____ Morning Afternoon Evening Qty _____
- Medication _____ Morning Afternoon Evening Qty _____
- Medication _____ Morning Afternoon Evening Qty _____

- FEEDINGS: Owner Provided – Brand Name _____ Crate Escape's Food
- Morning Quantity _____ Special Instructions _____
 - Afternoon Quantity _____ Special Instructions _____
 - Evening Quantity _____ Special Instructions _____

Persons Authorized to Drop Off and/or Pick-Up My Pet(s) _____

Is there anything else we should know about your pet? _____

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I, the undersigned, hereby acknowledge and agree that all the information provided in this pet Application is complete and accurate to the best of my knowledge. I consent to Crate Escape Memphis® the use of such information, including, without limitation, personally identifiable information, for all lawful business purposes which may include, for example, providing Crate Escape Memphis® services to you and the operation of the Crate Escape Memphis® business. We will NOT sell or use data that includes information about you and your pet for marketing purposes without your consent. I further acknowledge and agree that I have read, understand and agree to all the terms and conditions contained in the pet Policies, Procedures and Pet Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement, as they may be amended from time to time, which are attached and fully incorporated into this application by reference. I understand and agree that the information I provided in this pet Application may be used for any lawful purpose. I hereby execute the Agreement for my pet, myself and my heirs, successors, representatives and assigns. I further attest that if I am not the owner or sole owner of the pet(s) for whom this pet Application has been completed, my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

Owner/Guardian’s Signature _____

Printed Name _____ Date _____

Crate Escape Memphis: Accepted this application on _____ of _____ 20_____

Employee Signature _____

Printed Name _____ Date _____

POLICIES, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT: (THE “AGREEMENT”) THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE OWNER(S) OF CRATE ESCAPE MEMPHIS OR RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ AND UNDERSTAND IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration for your dog(s) (“pet”) being permitted to come to Crate Escape Memphis, you agree to all of the policies, procedures, release, terms and conditions set forth below. The following Agreement will apply at each Crate Escape Memphis location, to its affiliates, employees, owners, agents and representatives (Crate Escape Memphis shall hereinafter be referred to as “CEM”).

1. All pets must:

- be current on Rabies, Distemper, Parvo and Bordetella vaccinations;
- be at least 4 months of age (only required for day care);
- be spayed or neutered if 6 months of age or older (we can discuss options if pet is intact);
- be in general good health and free of ticks and fleas;
- be non-aggressive towards other dogs and people;
- not be protective of toys;
- complete the interview process to CEM’s satisfaction in its sole discretion;
- meet all municipal and state licensure and other requirements;
- have a quick release collar that contains an identification tag bearing the pet’s name and guardian or owner’s current contact information; and,
- be leashed when entering and exiting CEM's property .

2. Food. pets will be fed in accordance with the instructions provided in the pet Application or instructions you later provide. While at

CEM, pets are not fed lunch. If you want your pet to eat lunch, you must provide CEM with a container marked with your pet's name and feeding instructions.

3. Photography Release. By using the services offered by CEM, you agree to allow CEM to use your pet's name and any photographs of your pet taken while at CEM, for use in ONLY CEM's promotional material. This provision is binding on you, and all of your successors, heirs, legal representatives and assigns.

4. Personal Property. CEM will not be liable for any lost, stolen or damaged personal property belonging either to you or your pet. If your pet causes any personal property damage to CEM facilities, another pet or otherwise, you will be liable for the full cost of all treatment, repairs and replacements.

5. Fees. You must pay for all services and products by credit card, cash or check. All payment is due at the time you pick up your pet from CEM or at the time services are completed by CEM. You give your express permission for CEM to charge any credit card you provided for unpaid services or products upon the date services were supposed to have been completed. You further agree to pay any collections costs and the cost of any returned or challenged check or debit charges.

6. Cancellation and Refund Policy. You will be charged the equivalent of one (1) full day of doggy day care, if you fail to cancel a reservation for doggy day care twenty four (24) hours in advance of drop off time. You will be charged one (1) full day of boarding, if you fail to cancel your boarding reservation at least forty eight (48) hours in advance of drop off time. Notwithstanding the above, if your boarding reservation is within three (3) days of a nationally recognized holiday, you must cancel your reservation within seventy two (72) hours or you will be charged a no-show fee equal to two (2) nights of boarding. Refund policies differ between each Camp and Home Buddies location and are available upon request.

7. Aggressive Dogs. Although CEM loves all dogs, your pet may not be aggressive and must pass CEM's interview process in CEM's sole discretion. Your pet may be separated from other pets or asked not to return to CEM if he/she exhibits aggressive or other unacceptable behavior. Such determinations will be made at the sole discretion of CEM.

8. Abandoned dogs. No pet may be left at CEM after the scheduled pick up time without communication from you. If your pet is left at CEM without any contact, instruction or notification regarding its pick up from you or your authorized representative, your pet will be deemed "Abandoned" at 7 P.M. on the seventh (7th) day after the scheduled pick up date. If you Abandon your pet at CEM, CEM will become its legal owner and guardian. CEM will, in its sole discretion, determine whether to rehome the dog or relinquish it to a shelter or rescue of CEM's choice. **YOU FULLY UNDERSTAND AND AGREE THAT IF YOU ABANDON YOUR DOG AT CEM, YOU MAY BE UNABLE TO RETRIEVE POSSESSION OF YOUR DOG AND WILL HAVE NO RECOURSE AGAINST CEM.**

9. Duty to Disclose. You must disclose on a continuing basis, any and all medical or other conditions, including but not limited to personality concerns or behavioral incidents that in CEM's sole discretion, may affect, limit or prevent your pet's ability to participate in any CEM activities or services.

10. ACCEPTANCE AND ACKNOWLEDGEMENT OF RISK. YOU 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 BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR DOG; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO YOU OR CEM, NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISKS"). YOU FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR PET'S PARTICIPATION AT ANY CAMP, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF OR CAUSED BY YOUR PET. "SICKNESS" INCLUDES ANY ILLNESS NOT LIMITED TO BORDETELLA (KENNEL COUGH), BLOAT, OR ANY OTHER FORM OF CONTAGIOUS DISEASE.

11. Veterinarian Liability and Care. CEM will have the right to obtain medical treatment for your pet, if, in CEM's sole discretion, it appears that your pet may be ill, injured or exhibits any other behavior that would reasonably suggest that your pet may need medical treatment. CEM will first attempt to seek treatment from the veterinarian provided in the pet Application, but will have the right to seek veterinary treatment from an alternative veterinarian if it is unable to reach or transport the pet to such veterinarian. **YOU WILL BE FULLY RESPONSIBLE FOR ALL COSTS RELATED TO ANY MEDICAL TREATMENT, INCLUDING WITHOUT LIMITATION, THE COST OF ANY TRANSPORTATION FOR THE PURPOSE OF SUCH TREATMENT.** You must also provide veterinary records to CEM upon request.

12. Trade Secrets. I understand that during my tour of the CEM facility, I may see confidential information, intellectual property, and trade secrets (collectively, "Proprietary Information") that are the unique and exclusive property of CEM. I acknowledge that CEM has spent considerable money and effort developing and guarding the Proprietary Information and that any unauthorized disclosure or use of this Proprietary Information would be wrongful and would cause irreparable injury and harm to CEM and its affiliates. By signing this form, I agree that I will not, at any time, publish, disclose, divulge or in any manner communicate the Proprietary Information to any person or entity or use such Proprietary Information, directly or indirectly, for my own benefit or for the benefit of any other person or entity. I recognize that my participation in this tour does not grant me any property rights, by license or otherwise, to any Proprietary Information. This constitutes my entire agreement with CEM with respect to the subject matter hereof.

13. WAIVER, RELEASE AND INDEMNIFICATION. YOU HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS AND DEFEND CEM, their invitees, owners, officers, directors, employees, contractors, volunteers, agents, representatives, lessors, and all others having an interest in any CEM party (collectively, the "Releasees") from and against ANY AND ALL INJURY, LIABILITY, CLAIMS,

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LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS 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 (ii) your pet's participation at CEM, services provided by CEM, or otherwise. YOU AGREE THAT THIS RELEASE IS BINDING ON YOU AND YOUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS. YOU ALSO EXPRESSLY AND FOREVER RELEASE CEM FROM ANY DUTY TO PROTECT YOU OR YOUR PET FROM INJURY OF ANY KIND, AND AGREE THAT ANY IMPLEMENTATION OF SAFETY PRECAUTIONS BY CEM WILL NOT WAIVE CEM'S RIGHT TO BE INDEMNIFIED AS PROVIDED HEREUNDER, AND SUCH PRECAUTIONS WILL NOT ALTER THIS RELEASE.

PLEASE INITIAL:

_____ I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE ABOVE TERMS, CONDITIONS AND REPRESENTATIONS;

_____ I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE;

_____ I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF CEM TO THE GREATEST EXTENT PERMITTED BY LAW;

_____ I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT; AND,

_____ THIS AGREEMENT IS INTENDED TO CONTROL DESPITE ANY STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME, OR MY PET.