



Unleashed Guest Application

Welcome to Unleashed Dog Hotel, where dogs are people too! We are excited that you are considering Unleashed for your boarding and daycare needs. Please complete this application to the best of your knowledge and make sure you read & understand the attached policies and sign the release.

Guardian/Owner's Name _____ Email _____

Address _____ City _____ State _____ Zip Code _____

Home Phone: _____ Cell: _____ Work: _____

Emergency Contact _____ Emergency Contact Phone: _____

Guest Name(s)	Sex: (M/F)	Birthdate	lbs.	Breed and Color	Spayed/Neut. (y/n)
---------------	------------	-----------	------	-----------------	--------------------

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------

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

Veterinarian _____ Contact Name _____ Phone #: _____

Address _____ City _____ State _____ Zip _____

Behavioral Advisories: (i.e. aggressive, biter, chewer, jumper, toy or food possessive, separation anxiety, etc.)

Medical Needs/Medication Details: (i.e. allergies, medications and administration times and instructions, etc.)

Boarding/Daycare Instructions:

Feeding Instructions: _____ Unleashed Provided _____ Customer Provided _____ Brand _____

_____ Morning	Quantity _____	Special Instructions _____
---------------	----------------	----------------------------

_____ Afternoon	Quantity _____	Special Instructions _____
-----------------	----------------	----------------------------

_____ Evening	Quantity _____	Special Instructions _____
---------------	----------------	----------------------------

Is there anything else we should know about your dog(s): _____

UNLEASHED POLICIES AND PROCEDURES

Feeding: Dogs will be fed in accordance with the instructions provided in the Unleashed Guest Application (Guest Application), or instructions you later provide. While at UNLEASHED, I understand that my dog will not be fed lunch. If I want my dog to eat lunch, I must bring a container marked with my dog's name and feeding instructions. Unleashed will provide dogs boarding overnight with food in accordance with the instructions provided in the Guest Application.

Personal Property: I agree that Unleashed 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 Unleashed facilities or equipment, the site where the services are provided, another dog, or otherwise I agree to be fully responsible for the **FULL COST** of any and all treatment, repair, or replacement.

Fees: I agree to pay for all fees, services, and products with the credit card number I have provided in the Guest Application, or by cash payment, at the time I pick up my dog after each visit to Unleashed. I give my express permission for Unleashed to charge any of the credit card numbers I provided on the Guest Application for any unpaid fees, services or products. I further agree to pay the cost of any debit charges returned or challenges for any reason. Unleashed does not accept payment by check or any other means.

Cancellation & Refund Policy: I understand that I will be charged for a full day of day daycare, if I fail to cancel my daycare reservation twenty four (24) hours in advance. I further understand that I will be charged for a full day of boarding, if I fail to cancel my boarding reservation at least forty eight (48) hours in advance; or, if my reservation is within three days of a nationally recognized holiday, my reservation must be cancelled within seventy two (72) hours. If I fail to cancel a reservation for a boarding, I understand that I will be charged a no-show fee equal to two (2) nights of boarding. In order to receive a refund for an unused deposit you must cancel within the above mentioned time frames.

Aggressive/Intact Dogs: I understand that if my dog is deemed aggressive, based on the results of Unleashed's temperament test, or has not been spayed or neutered, he/she will not be permitted to intermix with other dogs during daycare and will be limited to Unleashed's DayStay option. If my dog acts aggressively or exhibits unacceptable behavior even after an acceptable temperament test he/she may be separated from the other dogs. Unleashed will use reasonable efforts to consult owners about aggression and ways to address it, however aggressive dogs may be asked not to return to Unleashed. Such determinations shall be made at the sole discretion of Unleashed.

Abandoned Dogs: No dog may be left at Unleashed after the scheduled pickup time without communication from you or your personal representative or agent. I agree that I will not neglect to pick up my dog from Unleashed by the time he/she is scheduled to leave without providing notification. Any dog that is left at Unleashed without any contact, instruction or notification from me, of the ability, willingness or plans to pick him/her up by myself or my personal representative or agent, will be considered abandoned upon the seventh day of such notification failure. I understand that if I abandon my dog at Unleashed, Unleashed will, by default, become the legal owner and guardian of the dog. Unleashed will, in its sole discretion, determine whether to try to rehome and adopt the dog from the Unleashed location at which he/she was abandoned or will relinquish the dog to an unrelated shelter of its choice. In addition, Unleashed may charge the credit card on file for the continued cost of boarding based on current rates and any additional costs that may arise from attempts to find a home for the abandoned dog. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY DOG AT UNLEASHED, I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY DOG AND WILL HAVE NO RECOURSE AGAINST UNLEASHED AS PROVIDED FOR BELOW.

Participation: I understand participation in play time is at the sole discretion of Unleashed and that dogs may be separated from other dogs or asked to leave for any reason in Unleashed's sole discretion.

Veterinarian Liability and Care: I agree to allow Unleashed 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. I agree to provide veterinary records to Unleashed upon request. Again, Unleashed, will make every effort to contact you or your authorized representative before calling the veterinarian on file.

INSTRUCTIONS: PLEASE READ CAREFULLY THIS AGREEMENT (the "AGREEMENT") AND ONLY SIGN IF YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. BY SIGNING THIS AGREEMENT, YOU ARE, AMONG OTHER THINGS, WAIVING THE RIGHT TO SUE OR SEEK MONEY DAMAGES FROM UNLEASHED DOG HOTEL, LLC ("UNLEASHED") AND ITS MANAGERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS AND AGENTS, IF A PERSONAL INJURY IS SUSTAINED AT UNLEASHED'S PREMISES LOCATED AT 5241 S COMMERCE Dr., Murray, UT, 84107 (the "PREMISES"). If you do not agree to any term, provision or paragraph of this Agreement, DO NOT SIGN the Agreement and please exit the Premises immediately. SEEK LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

UNLEASHED RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

On behalf of myself, my spouse children, wards, if any, or any other party claiming a shared ownership interest of my dog(s), if any, and their respective successors, assigns and in consideration of the services and activities provided by Unleashed, its managers, members, employees, agents, officers, directors, affiliates, volunteers, participants, clients, customers, invitees, independent contractors, insurers, facility operators, premises owners AND all other persons or entities acting in any capacity on its behalf, together with their respective successor and assigns (hereafter collectively the "The Released And Indemnified Parties"), I hereby agree to forever release, remise, discharge, defend, hold harmless and indemnify The Released And Indemnified Parties as set forth in this Agreement:

1. WAIVER, RELEASE AND INDEMNIFICATION: I HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS, AND DEFEND UNLEASHED AND THE RELEASED AND INDEMNIFIED PARTIES from and against ANY AND ALL INJURY, LIABILITY, CLAIMS, 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, but not limited to (i) any act or omission of the Released And Indemnified Parties, including negligence, and (ii) my or my Dog's participation at Unleashed, or otherwise. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SPOUSE, IF ANY, MY CHILDREN AND MY WARDS, IF ANY, ANY OTHER PARTY CLAIMING A SHARED OWNERSHIP INTEREST IN MY DOG(S), IF ANY, AND OUR SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES (hereafter collectively, the "Releasing Parties"). I ALSO EXPRESSLY AND FOREVER RELEASE UNLEASHED AND THE RELEASED AND INDEMNIFIED PARTIES FROM ANY DUTY TO PROTECT ME OR MY DOG(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF UNLEASHED CHOOSES TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED UNLEASHED AND THE RELEASED AND INDEMNIFIED PARTIES FROM ANY DUTY TO PROTECT ME OR MY DOG(S).

- 2. ACKNOWLEDGEMENT OF RISKS:** I FULLY UNDERSTAND AND ACKNOWLEDGE THAT 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. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR UNLEASHED NOR READILY FORESEEABLE AT THIS TIME (collectively, "RISKS").
- 3. ASSUMPTION OF RISK AND LOSS:** I KNOWINGLY AND FREELY ACCEPT FULLY AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS ON BEHALF OF MYSELF AND THE RELEASING PARTIES, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF MY OR MY DOG'S PARTICIPATION AT UNLEASHED, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF MY DOG. SICKNESS SHALL BE DEFINED TO INCLUDE ANY ILLNESS INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH) OR ANY OTHER FORM OF CONTAGIOUS ILLNESS. I further agree that none of The Released And Indemnified Parties will be responsible to me or any of the Releasing Parties for the loss or theft of my personal property, or that of any of the Releasing Parties while I am on the Premises. My participation and the participation of any of the Releasing Parties in any activities whatsoever on the Premises is purely voluntary, and I elect and agree on behalf of myself and all of the Releasing Parties to participate in those activities in spite of the risks. I further expressly agree that I will pay for the cost of medical or veterinary assistance should any of The Released And Indemnified Parties request such assistance in their sole discretion on behalf of any of the Releasing Parties. I assume full financial responsibility for any damage or injury that may occur to any of the Releasing Parties while at the Premises, I fully agree to bear the costs of any such injury or damage to any of the Releasing Parties and their personal property arising on the Premises.
- 4. INJURIES BY AND TO THIRD PARTIES:** I further and specifically acknowledge that the Releasing Parties, including myself, my spouse, my child and my ward, if any, and my Dog(s) may be injured by the actions of other dogs or customers or invitees of Unleashed at the Premises (hereafter "Third Parties"). In such event, I agree to release, discharge, waive, defend and indemnify The Released And Indemnified Parties against any Claims arising from acts or omissions of Third Parties on the Premises. I also acknowledge that the acts or omissions of the Releasing Parties, including myself, my spouse, child and ward, if any, or my dog(s) may cause injury to other customers, invitees, employees, independent contractors or agents of Unleashed while on the Premises. In such event, I agree to defend and indemnify The Released And Indemnified Parties and any third party invitee or customer against any Claim arising which was caused, in whole or in part, by one or more of the Releasing Parties or my dog(s).
- 5. REPRESENTATIONS:** I hereby represent that my dog meets the following requirements: he/she is four (4) months of age or older; is current on his/her Rabies, Distemper, Parvo and Bordetella vaccinations; is in good general health and free of ticks and fleas; is not aggressive towards other dogs and/or people; is not protective of toys and/or personal items; if he/she is aggressive or protective in any way I have informed Unleashed of those propensities; meets all other municipal or state licensure and other requirements; is attending Unleashed with a quick release collar that contains an identification tag bearing the dog's name and guardian or owner's current contact information. In addition, I have read Unleashed's Policies and Procedures, completed the Guest Application, have provided Unleashed with a current and valid credit card number, and my dog will be leashed when entering and exiting the Unleashed facility. I understand that Unleashed has relied upon the above representations in agreement to provide its services. I further specifically represent that I have the authority to enter this Agreement on behalf of all of the Releasing Parties, and understand that The Released And Indemnified Parties will rely upon such representation.
- 6. DUTY TO DISCLOSE:** I have disclosed and shall continue to disclose on an ongoing basis, 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 Unleashed.
- 7. BASIS OF BARGAIN:** I understand that Unleashed would not allow use of the Premises (including, but not limited to boarding and daycare) to me, my spouse, my child or my ward, if any, or my dog without my agreement to the terms and conditions set forth herein.
- 8. CHOICE OF LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the State of Utah. I further agree that should Unleashed (or any of the other Released And Indemnified Parties) be required to incur attorney's fees and costs to enforce this Agreement, I will indemnify and hold The Released And Indemnified Parties harmless for all such fees and costs.
- 9. WEB CAMS, PHOTOS, AND VIDEO RELEASE:** I irrevocably grant to Unleashed, its owners, employees, officers, directors and agents the right to photograph, videotape, and/or record my dog and use its name and any images or likeness of my dog taken while he/she is at Unleashed, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials without reservation or limitation. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.
- 10. MISCELLANEOUS:** I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by Utah law. In the event that any clause or provision of this Agreement is determined to be unenforceable as a matter of law, I intend that such clause or provision should be severed from the Agreement and that the remainder of the Agreement shall continue in full legal force and effect. I acknowledge that the Agreement represents the entire understanding of the parties with respect to the matters set forth herein and no subsequent modification is binding unless reduced to writing and signed by the party against whom enforcement is sought. I further acknowledge and agree that all preexisting agreements, subsequent course of performance, or purported oral modifications of the terms of this agreement that purport to establish different consequences for my activities at Unleashed's facilities are null and void.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS **UNLEASHED 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).

Guardian/Owner Name: _____

Guardian/Owner Signature: _____

Date: _____