



DOUBLE C DOG RANCH, LLC
1550 Butler Creek Road
Ashland, Oregon 97520
Phone: 541.890.4120
Email: doublecdogranch@gmail.com
Web: www.doublecdogranch.com

CLIENT AGREEMENT & RELEASE

- Parties.** The parties to this contract and Agreement & Release are **Double C Dog Ranch, LLC (“Double C”)**, an Oregon limited liability company (Managing Member: Cynthia Clark), **and:**

Client/Dog Owner (“Client”): _____

Phone: _____ **Email:** _____

Mailing Address: _____

Name of Client’s Dog: _____ **Breed:** _____

- Contract.** Client/Dog Owner engages Double C to provide dog boarding and related services under the terms and conditions of this **Client Agreement & Release** and the **Dog & Owner Information Sheet**, both of which are considered part of the agreement between Client and Double C and subject to the terms and conditions set forth below.

Please review and initial each section below:

- _____ **Authority.** Client is the Owner of Client’s Dog and is authorized to enter into this contract (“Agreement & Release”) concerning the care of Client’s Dog and guarantees payment for services rendered by Double C.
- _____ **Representations.** Client represents that Client’s Dog is current on all required vaccinations and any other vaccinations requested by Double C. Client agrees to provide documents from a licensed veterinarian proving Client’s Dog is current on vaccinations for **Rabies, Bordetella, Canine Parvovirus, and Canine Influenza** prior to entering Double C’s facility. Client represents that Dog is free of illness, injuries, fleas, ticks and parasites, except as expressly disclosed on the **Dog & Owner Information Sheet** provided by Client to Double C. Client represents that the Dog has not bitten or exhibited aggressive behavior towards any person or animal, except as expressly disclosed on the **Dog & Owner Information Sheet** provided by Client to Double C. Client has disclosed and will continue to disclose to Double C, on an ongoing basis, any and all health concerns and other conditions, including but not

limited to behavioral concerns, which may affect, limit, or prevent Client's Dog from actively participating in any play activities with other dogs at Double C's facility.

5. **Acceptance of Risk and Release from Liability.** Unless Client has expressly instructed otherwise in the **Dog & Owner Information Sheet**, Client acknowledges and agrees that Client's Dog may encounter and be permitted to play and interact with other dogs and with Double C staff members while at Double C's facility. Client understands and acknowledges that when dogs play in groups they may sustain nicks, bites, scratches, and other injuries. Double C may or may not notify Client immediately if Client's Dog sustains nicks, bites, or scratches. Further, Client acknowledges that animals are unpredictable and that the possibility exists of injury or death to Client's dog, to another animal, or to a person; along with the possibility that Client's dog may escape from the Double C facility. **Therefore, as consideration for the services rendered to Client by Double C, Client hereby expressly waives and releases Double C and its invitees, members, managers, employees, contractors, agents, representatives, lessors, and any other parties owning, controlling, or having any interest in the property on which Double C's facility is located from any and all claims, demands, actions, damages, or liability for any injury or illness suffered by Client's Dog while in the care of Double C. Client's acceptance of risk and release from all liability includes, but is not limited to, all actions and claims relating to the health, care, and safety of Client's Dog arising from the pick-up, transport, drop-off, and boarding at Double C's facility. Client agrees not to initiate any legal proceedings against Double C or its members, managers, employees, agents, lessors or representatives with respect to such released claims. Additionally, Client understands and agrees that Double C's facility is located on a 10-acre ranch property, and that it is therefore possible that Client's Dog may be exposed to foxtail plants, star thistle plants, fleas, ticks, snakes, and other hazards while at Double C's facility. Client expressly releases Double C from any and all claims or liability relating to the foregoing.**

6. **Indemnification.** As consideration for the services rendered by Double C, Client agrees to indemnify, defend, and hold Double C harmless from and against any and all claims, demands, losses, liabilities, damages, penalties and expenses (including but not limited to attorney fees and veterinary costs and medical expenses) arising or resulting from any breach of the representations, warranties, terms or covenants contained in this Agreement & Release (including the Dog & Owner Information Sheet). Client further expressly agrees to indemnify, defend, and hold Double C harmless from any and all claims stemming from any acts or behavior of Client's Dog including, without limitation, any injury or death to an animal at the Double C facility and any injury or death to a staff member or other member of the public. Further, in no event shall Double C or its members, employees, contractors or representatives be held liable or otherwise responsible for any special or consequential damages, even if advised of their possible existence.

7. _____ **Evaluation and Participation.** Client understands and agrees that Double C reserves the right to evaluate and assess Client's Dog prior to or in connection with providing any care or boarding services. Client may not be permitted to attend the evaluation. Double C reserves the right to refuse to provide pet care services for any reason at its sole and absolute discretion. Further, Client understands and agrees that participation in play time is at the sole discretion of Double C, and Client's Dog may be separated from other dogs or asked to leave Double C's facility for any reason in Double C's sole discretion.
8. _____ **Payment.** Client agrees to pay all fees for boarding, day care, and other services rendered by Double C on the day of pick up.
9. _____ **Veterinary Liability and Care.** In the event Client's Dog requires veterinary services while in the care of Double C, Client agrees to pay all veterinary costs and expenses. In the event Client's Dog passes away while under Double C's care, it will be taken either to its veterinarian or the veterinarian closest to Double C's facility. **Client agrees to be fully responsible for all veterinary costs and expenses incurred for the treatment of Client's Dog, and for any costs and expenses associated with transportation of Client's Dog for purposes of veterinary treatment.**
10. _____ **Raw Meat.** Double C does not feed dogs raw meat because of the danger of salmonella, E. coli, and other harmful conditions caused by bacteria. In the event that Client insists that Client's Dog be fed raw meat or similar, and Double C consents to feed raw meat to Client's Dog, Client understands and agrees that Double C is released from any and all liability for sickness or death resulting from raw meat.
11. _____ **Bark Collars.** Client understands and agrees that if Client's Dog resorts to chronic barking, Double C may, in its discretion, put a bark collar on Client's Dog to discourage nuisance barking.
10. _____ **Personal Property.** Client agrees that Double C shall not be liable for lost, stolen, or damaged personal property.
11. _____ **Photo and Video Release.** Client agrees to allow Double C to use the name and any images or video of Client's dog taken while at Double C's facility, and authorizes Double C to use such images or video for publication in media, advertising, or promotional material.
12. _____ **Other Documentation.** The terms of this Client Agreement & Release apply to the **Dog & Owner Information Sheet**, which is incorporated herein by reference and made a part of this Client Agreement & Release.

Additional Terms and Provisions of Agreement & Release:

13. **Governing Law and Venue.** This Client Agreement & Release is governed by Oregon law. The venue for any actions or proceedings concerning this Agreement & Release or services provided by Double C will be in Jackson County, Oregon.
14. **Severability.** If any terms or provisions of this Agreement & Release are found to be unenforceable, the remaining provisions shall continue in full force and effect.

- 15. Integration.** This Agreement & Release, along with the **Dog & Owner Information Sheet**, if provided, shall together constitute the entire agreement between Double C and Client. The terms of this Agreement & Release and Dog & Owner Information Sheet shall not be modified by any oral agreement between the parties. Any modification of the terms and conditions of this Agreement & Release shall be in writing and signed by the parties.
- 16. Attorney Fees.** In the event of any action or proceeding concerning this Agreement, including any interpretation thereof, the prevailing party shall be entitled to an award of reasonable attorney fees against the losing party, both at trial and on appeal.

AGREED AND ACCEPTED BY:

Signature of Client/ Dog Owner

DATE: _____

Attachment:
Dog & Owner Information Sheet