

# The Yellow Dog's Barn, LLC

## Training Agreement and Release

This is a contract between The Yellow Dog's Barn, LLC (The Yellow Dog's Barn), and the pet owner whose signature appears below (hereinafter called "Owner") for care of Owner's "pet". (The term "pet" refers to all pets with the same ownership).

1. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
2. Owner specifically represents to The Yellow Dog's Barn that the pet has not been exposed to rabies, distemper, parvo virus, feline leukemia or other contagious diseases within a thirty day period prior to arrival at The Yellow Dog's Barn. The Owner hereby certifies that the Pet is current on Rabies, Distemper and Parvo-Virus as applicable. Proof of Vaccination or current Titer testing shall be provided to The Yellow Dog's Barn upon request.
3. If the pet becomes ill or if the state of the pet's health otherwise requires professional attention, The Yellow Dog's Barn, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet, and the expenses thereof shall be paid by Owner.
4. Release and Covenant Not to Sue. The Owner hereby releases, waives, discharges and covenants not to sue The Yellow Dog's Barn, its principals, officers, employees, volunteers, laborers, contractors and agents, all of whom for the purposes of this Release are referred to as "Releasees" from all liability to the Owner and the Owner's personal representatives, assignees, heirs and next of kin, for any and all loss or injury to the persons or property, including the Pet, of the Owner or resulting in the death of the Owner's Pet, whether caused by the negligence of the Releasees or otherwise.
5. Indemnification. The Owner hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost Owner might incur as a result of the Owner's Pet. The Owner will indemnify, save and hold harmless the Releasees from any claims or injuries to any property belonging to the Releasees and for any injuries to any third party or the property of any third party, resulting from the Owner's Pet.
6. Owner certifies that Owner agrees to accept all the terms, conditions, and statements of this agreement.
7. This contract contains the entire agreement between the parties. All terms and conditions of this contract shall be binding on the heirs, administrators, personal representatives and assigns of Owner and The Yellow Dog's Barn.
8. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled by arbitration conducted upon such terms and conditions as the parties, acting reasonably and in good faith, may agree. In the event the parties cannot agree as to an arbitration format, the matter shall be submitted to arbitration in accordance with rules promulgated by the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of this award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Yellow Dog's Barn, LLC

Representative: \_\_\_\_\_