

**MARKIM PET RESORT
BUDDY PLAY AGREEMENT**

I, _____ would like my pet to participate in the **buddy play** program at MARKIM PET RESORT. I represent, acknowledge, understand and agree to each of the following:

1. I am familiar with the programs, and I understand the owner and employees are available to discuss the programs if I should want additional information.
2. I understand that because of the way dogs play with each other, injury is likely to occur. For example: They may run into each other or bites may occur.
3. My dog must be evaluated for the program and he/she may not be able to participate in the program.
4. Even after evaluation my dog may be removed from the program due to change in behavior.
5. My dog is in good health, and I know of no reason why he/she would be incapable of participating in this program. I will immediately notify Markim Pet Resort if a change in my dog's health or other condition would affect my dog's ability to participate in this program.
6. My dog has played with other dogs in a group setting.
7. My dog has NEVER been in a fight of any form.
8. My dog is spayed or neutered.
9. All vaccinations are up to date and have been presented to the office.

Waiver of Liability: I waive and release any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or require to make a claim against, sue, attach the property of or prosecute MARKIM PET RESORT or any of its owners, agents, employees and affiliated organizations (herein referred to as "the releasees") for monetary damages caused by injury to my dog or damage to the property of my dog or myself arising from my dogs participation in the program and use of the facilities and property of MARKIM PET RESORT, whether or not the injury or damage results from the negligence or other action, except intentional acts, or any other releasees, *Please initial to indicate you have read this paragraph* _____

Assumption of Risk: I am aware that when dogs play in a group they run, jump and wrestle, at times dogs get tired of each other. When any or all of these events occur a dog may be bitten by another dog, start limping, etc. If your dog is going to participate in the program you must realize that at some point in time an injury is likely to occur. With knowledge of the dangers involved I voluntarily ask that my dog be allowed to participate in this program. I ACCEPT ANY AND ALL RISKS TO MYSELF AND MY DOG OF INJURY, DEATH, PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE PROGRAM AND THE USE OF THE FACILITIES AND PROPERTY OF ANY AREA OF MARKIM PET RESORT, WHETHER OF NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACT, OF ANY OF THE RELEASEE. *Please initial to indicate you have read this paragraph* _____

Indemnity Agreement: I agree to indemnify, defend and hold the releasees harmless from any loss, liability, damages or cost including reasonable attorney fees, that may incur due to my dog's participation in the program and use whether or not such loss, liability, damage or cost results negligence or other action, except intentional acts, or any of the releasees. *Please initial to indicate you have read this paragraph* _____

Please carefully read this agreement and fully understand its contents. I am aware the agreement includes a waiver of liability, an assumption of risk and an agreement by me to indemnify the releases, and I sign it of my own free will.

PET'S NAME: _____ BREED: _____

OWNER'S/AGENTS SIGNATURE: _____ DATE: _____