



# CLAWINGTON OF MADISON

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## A CLASSIC PET RESORT

### **Clawington of Madison, LLC Boarding and Services Agreement**

#### **NOTICE TO THE PET OWNER/GUARDIAN:**

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE CLAWINGTON OF MADISON, LLC (referred to in this agreement as “THE CLAWINGTON OF MADISON”), AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS EFFECT, POLICIES, PROCEDURES, PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS.**

**In consideration for my pet(s) \_\_\_\_\_ being permitted to be a pet guest at The Clawington of Madison, by signing this document, I \_\_\_\_\_, Owner/Guardian, make the following representations, certify the accuracy of all information provided to The Clawington of Madison at any time, and agree to all the following policies, procedures, terms and conditions stated below in this Clawington of Madison, LLC Boarding and Services Agreement.**

#### **Policies, Procedures, Terms and Conditions**

- 1. Owner/Guardian.** I represent that I am the owner and/or authorized guardian of my pet and I am fully authorized to enter this agreement.
- 2. Refusal of Service.** I understand The Clawington of Madison reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements:** I represent that my pet meets all of the following requirements: (1) is current on all vaccinations and/or testing required for his/her stay at The Clawington of Madison (2) my pet(s) is on a monthly flea and tick preventative medication, (3) has been in good health for the last 30 days prior to check-in, (4) If my pet has shown any signs of aggression or resource guarding I have disclosed this information to Clawington staff members, (5) I have completed the Pet Registration Form, (6) my dog will enter and exit The Clawington of Madison facility on a leash, and (7) my cat will enter and exit The Clawington facility of Madison in a cat carrier.
- 4. Health.** I represent that my pet has not had any contagious illnesses of any kind for 30 days prior to check-in. The Clawington of Madison employees may detect symptoms of illnesses, but only trained veterinary medical staff can diagnose. I agree to assume all risk associated with the administration of medication by The Clawington of Madison during my pet(s) stay. In addition, I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my pet. I HEREBY AGREE TO INDEMNIFY THE CLAWINGTON OF MADISON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY CLAIMS MADE AGAINST THE CLAWINGTON OF MADISON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM THE CLAWINGTON OF MADISON OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.

**11045 County Line Rd, Madison, AL 35758**



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5. **Flea and Ticks.** I agree that if any fleas or ticks are discovered on my pet during check-in or at any other time while my pet is receiving services at The Clawington of Madison, that The Clawington of Madison may administer a flea/ tick treatment at my expense.
6. **Veterinarian Care.** I agree to allow The Clawington to obtain veterinarian medical treatment for my pet, if, in its sole discretion it appears that, the pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my pet might need medical treatment. I grant The Clawington of Madison full authority to make decisions involving the medical treatment of my pet during its stay at The Clawington of Madison. I agree that I am fully responsible for the cost of any such medical treatment and transportation.
7. **Veterinarian Liability:** I agree that I am assuming all risk of illness, disease, harm or otherwise to my pet by allowing my pet to participate in services at The Clawington of Madison. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by The Clawington, relating to the medical care and transportation of my pet. I agree to be solely financially responsible for any and all veterinarian care of my pet while in the care of The Clawington of Madison, or as a result from time spent at The Clawington of Madison. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY ANOTHER PET, I HEREBY RELEASE THE CLAWINGTON OF MADISON, ITS OWNERS, EMPLOYEES, AND AGENTS FROM ALL LIABILITY AND FINANCIAL RESPONSIBILITY FOR SUCH INJURY. I FURTHER UNDERSTAND THAT IF MY PET BITES A HUMAN OR PET, THAT THE CLAWINGTON OF MADISON MAY CONTACT THE APPROPRIATE AUTHORITIES.
8. **Doggie Days Daycare.** I understand that The Clawington of Madison's daycare program is a facility utilizing playgroups where multiple dogs interact. I understand that dogs play with their mouth and paws, which can result in nicks and scratches on my pet. While The Clawington of Madison provides reasonable care and supervision in the playgroups, I understand and agree that The Clawington of Madison employees may not notice these nicks or scratches before my pet's departure and, therefore, I might not be notified.
9. **Aggressive Dogs.** I certify that my dog is not aggressive and I understand that aggressive dogs are not permitted to participate in group play services at The Clawington of Madison. If my dog acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dogs
10. **Destruction of Clawington Property.** I understand that if my pet(s) pose a risk of damage to the door or walls of a Clawington suite they may be moved to a Clawington run and the nightly rate will be downgraded accordingly. I also understand that if my pet(s) shows destructive behavior towards beds, blankets, toys, or other accessories provided by Clawington of Madison those items may be removed.
11. **Abandonment Notice.** I fully understand and agree that if my pet is not picked up by myself or an authorized representative within 14 calendar days after the day my pet is scheduled to depart, that my pet shall be deemed "abandoned" I understand if I abandon my pet at The Clawington of Madison, The Clawington of Madison, in its sole discretion, will try to re-home my pet, or relinquish my pet to a legal shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT THE CLAWINGTON, I MAY BE UNABLE TO RETRIEVE MY PET AND WILL HAVE NO RECOURSE AGAINST THE CLAWINGTON OF MADISON. In addition, I understand that I will still be responsible for the unpaid charges incurred for my pet's stay.



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12. **Photo and Video Release.** I agree to allow The Clawington of Madison to use my pet's name and any images or videos taken while he/she is in the care of The Clawington, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
12. **Personal Property.** I agree that The Clawington of Madison shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog or myself. I also understand and agree that my dog's collar will be removed in the play area to prevent injury. This includes flea collars.
13. **Service Fees.** I agree to pay for all fees, services, and products with a credit card or cash at the time of my pet(s) pickup from each visit at The Clawington of Madison. I further agree to pay the cost of any debit charges returned or challenged for any reason.
14. **Refunds.** The Clawington of Madison will gladly accept returns of unopened and unused merchandise from our boutique within 30 days of purchase with proof of receipt. However, bowls, beds, and bedding cannot be returned and are final sale. Since packages are discounted, packages of any services are non-refundable.
15. **Duty to Disclose.** I represent that I have disclosed and shall continue to disclose, any and all medical conditions or any other conditions, including, but not limited to, personality concerns or behaviors that may affect, limit, or prevent my pet(s) ability to participate in services provided by The Clawington of Madison. **I understand that The Clawington of Madison is relying on and will rely on those representations to provide a safe environment for both humans and animals.**
16. **Controversy or Claim.** I agree that any controversy or claim arising out of, or relating to this contract, or breach thereof, or as the result of any claim or controversy including the alleged negligence by any party to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. I further agree that judgment upon award rendered by an arbitrator may be entered in any Court having jurisdiction thereof and the arbitrator shall, as part of his award to the prevailing party, the cost of such arbitrations and reasonable attorney's fee of the prevailing party.
17. **WAIVER, RELEASE AND INDEMNIFICATION. I RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND AGREE TO HOLD THE CLAWINGTON OF MADISON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FOR ANY AND ALL MANNER OF DAMAGES, INJURY, CLAIMS, LOSS, LIABILITIES, COSTS OR EXPENSES, ATTORNEY'S FEES, CAUSES OF ACTION OR SUIT, WHATSOEVER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED BY THE CLAWINGTON, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS INCLUDING WITHOUT LIMITATION: (1) ANY INACCURACY IN ANY STATEMENT MADE BY MYSELF OR INFORMATION PROVIDED BY ME TO THE CLAWINGTON,**  
  
**(2) MY PET, INCLUDING BUT NOT LIMITED TO DESTRUCTION OF PROPERTY, DOG BITES, INJURY, AND TRANSMISSION OF DISEASE, AND (3) ANY ACTION BY MYSELF THAT IS IN BREACH OF THE TERMS OF THIS AGREEMENT.**
18. **Sole Agreement.** This writing represents the sole agreement between the Clawington of Madison and the Owner/Guardian(s).
19. **Affirmation.** Each time I bring my pet into The Clawington of Madison, I am re-affirming the terms of this agreement, including updated claims, and the truthfulness and accuracy of all the statements I have made in this agreement.



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**I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO CLAWINGTON OF MADISON, ITS OWNERS, OFFICERS, EMPLOYEES AND AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW. I FURTHER AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

**\*I hereby understand that these claims are subject to change without notice. Check [theclawington.net](http://theclawington.net) for the most current agreements, or contact our front desk. \***

**Signature of Owner/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_