

BESA PETS LLC RELEASE OF LIABILITY WAIVER

This Agreement (“**Agreement**”) is made by and between Besa Pets LLC ("**Besa Pets**"), a provider of dog daycare, dog boarding, dog training and other related services (the “**Services**”) doing business in the Commonwealth of Pennsylvania, and _____ (hereinafter known as “**Client**”), a pet owner, as of _____, 20__ (the “**Effective Date**”).

Whereas Client wishes to engage the Services of Besa Pets for Client’s pet(s) (each individually and, if more than one owned, collectively referred to as “**Pet**” herein) in accordance with the terms and under the conditions recited below; and whereas Besa Pets wishes to provide such requested Services for Client, the Parties, intending to be legally bound, hereby agree as follows:

1. General Terms.

- a. The terms of this Agreement apply to all Services, unless otherwise provided herein.
- b. Client specifically represents that Client is the Pet’s actual owner and/or the duly authorized agent of the Pet’s actual owner.
- c. Client understands and acknowledges that no matter what level of care is taken by Besa Pets and its staff members, there is an inherent risk of behavioral change, illness, injury and/or death of Pet as a result of Pet’s participation in Services provided under this Agreement. Although Besa Pets monitors all group play and interactions to avoid injury to Pet and to others, Client understands that injuries such as scratches, punctures, lacerations, torn ligaments, and other injuries may occur despite such supervision, and Client expressly accepts such risk.
- d. Client agrees that neither Besa Pets nor its employees shall be held liable for any problems that might develop with Client’s Pet as a result of Pet’s participation in Services (problems including, but not limited to, sickness, psychological/ behavioral changes, disease, injury, theft, running away and death), provided that Besa Pets and its employees have taken reasonable care and precautions to prevent such.
 - i. Except as otherwise provided in this Agreement, Client acknowledges that Client is solely responsible for any harm or injury caused by Client’s Pet as a result of the Pet’s participation in the Services including, but not limited to, harm or injury caused by a dog/animal bite to any person or other pet(s), or harm or injury to the employees or invitees of Besa Pets, or to the property of Besa Pets.
- e. Client authorizes Besa Pets to take whatever course of action it deems best, in its sole discretion, to address any problems that develop with Client’s Pet as a result of Pet’s participation in Services.
- f. Besa Pets reserves the right to refuse and/or terminate Pet’s participation in Services for any reason, including but not limited to Pet’s breed and/or behavior, at any time, as decided in its sole discretion. In the event this occurs, Client will only be responsible for paying for the portion of Services rendered for Pet.
- g. Client’s Pet may be placed in one of the kennel runs at the Besa Pets facility during delivery of Services where needed. The kennel runs in the Besa Pets facility are individually partitioned with chained-link fencing, and not all kennel runs are fully enclosed. Client acknowledges that if Pet is placed in an indoor/outdoor kennel, the Pet will have free range to go between the indoor *and* outdoor spaces within the assigned kennel. Although there are

barriers already in place around each indoor/outdoor kennel and around the entirety of the outdoor space of the Besa Pets facility, Client acknowledges that Besa Pets does not individually monitor each Pet 24/7 while kenneled, and Besa Pets cannot guarantee that its kennels are designed in such a manner to prevent Pet escaping from its assigned kennel and/or the Besa Pets facility in any and all circumstances. Client acknowledges and accepts it is Client's sole responsibility to determine, in Client's sole discretion, whether the pre-existing barriers are sufficient to outweigh any risk of Pet jumping, climbing or performing other acts that may lead to Pet's injury and/or to Pet's escape from its assigned kennel or the outdoor space of the Besa Pets facility.

2. Health & Health Maintenance of Pet(s).

a. Generally.

- i.** Client understands and acknowledges that younger pets, senior pets, disabled pets, immunocompromised/chronically ill pets, and other similar higher-risk populations of pets naturally have a higher risk of injuries when participating in Services
- ii.** Client certifies Pet is in good health and has neither been exposed to any contagious and/or infectious disease in the last 30 days, nor has Client had any reason to believe Pet may have been exposed to such during the same period, and that each time Client brings Pet for Services, Pet will be free of any ticks and/or fleas.
 1. If Besa Pets discovers Pet has a potentially contagious condition while Pet is in its care, Besa Pets, at its sole discretion, may send Pet home, seek treatment for Pet's condition, and/or isolate Pet from others during Services.
- iii.** Client certifies Pet is currently vaccinated in accordance with all local and state laws, and in accordance with any requirements specifically set forth by Besa Pets (together the "**Vaccination Requirements**").
 1. Client understands Pet must be kept up-to-date on all applicable Vaccination Requirements each and every time Client requests Services, and Client acknowledges it is Client's sole responsibility to timely provide sufficient written documentation of Pet's Vaccination Requirements to Besa Pets.
 2. Client understands that failing to timely provide such documentation as needed or as requested by Besa Pets can result in the delay and/or termination of Services for Pet.
- iv.** Depending on the Services requested, Client understands Pet may spend some time outdoors in the grassy, fenced-in play area. Besa Pets ensures a staff member is always physically present to supervise pets in the outdoor play area and routinely performs pet-safe maintenance and upkeep of the outdoor play area.
 1. Despite these precautions, Client understands Besa Pets cannot guarantee Pet will not contract and/or carry any germs, disease, or injury from plants or other animals (i.e. stinging insects, birds, etc.) present in the same area by participating in Services, and Client agrees to not hold Besa Pets and its staff members liable for the same.
- v.** Client authorizes Besa Pets to take any reasonable action it deems necessary, in its sole discretion, to ensure the Pet's health, well-being, and safety and resolve any medical problems that may arise while Pet is in the care of Besa Pets.

- vi. Besa Pets will generally attempt to contact Client prior to incurring on Client's behalf any expenses for Pet's care in accordance with this Section 2, but Client understands that if Client can't be reached and/or Besa Pets believes delaying care for Pet would be potentially detrimental to Pet's health (i.e. if Pet is experiencing a medical emergency) Besa Pets will, at its sole discretion, take Pet to an Emergency Veterinary Clinic or a veterinarian of Besa Pet's choice and make any immediate and necessary decisions it deems best under the circumstances.
 - vii. It is clearly understood by both Parties that payment and/or reimbursement of any and all expenses incurred by Besa Pets on behalf of Pet in accordance with the terms of this Section 2 are Client's sole responsibility, subject to any exclusions in this Agreement.
 - viii. If Client has any concerns about whether Pet's participation in Services may negatively impact Pet's health or whether the risks of Pet's participation in Services outweigh the potential benefits, it is strongly recommended Client consult with a veterinary professional *prior* to signing Pet up for Services.
- b. Spaying and Neutering Policy.
- i. Pets must be either spayed or neutered to participate in any group play activities. Exceptions may be made on a case-by-case basis if Pet is under one (1) year old. If Pet is not spayed or neutered and an exception doesn't apply, Pet may participate in individual play time in lieu of group play time at Client's request (additional charges for this service will apply).
 - ii. If Client has two or more Pets that are not of the same sex and wishes for them to be placed in the same kennel run at Besa Pets for any period of time for Services, then Pets must be either neutered/spayed.
- c. Food and Meals.
- i. Client is responsible for providing Besa Pets with sufficient food to allow Besa Pets to feed Pet in accordance with Client's instructions each time Client brings Pet for Services.
 1. Food should be either clearly pre-portioned (i.e. one can per meal or one serving in each container) or easily rationed (i.e. a measuring cup equal to one serving size provided with bag of kibble).
 2. Should Client wish to purchase and have staff on-site provide Pet with any of the additional treat(s) offered by Besa Pets on its add-on menu, Client acknowledges and understands it is Client's sole responsibility, and not the responsibility of Besa Pets, to review the ingredients contained in the selected treat *prior* to any purchase of the same and determine if it is safe for Pet's consumption.
 - ii. In the event Pet stops eating and/or runs out of the provided food, Besa Pets will make a reasonable attempt to contact them first to resolve the deficit. Regardless, Client authorizes Besa Pets to take reasonable action, in its sole discretion, and incur any reasonable expense(s) on Client's behalf to ensure Pet receives sufficient nutrition whenever Pet is in the care of Besa Pets through actions include, but are not limited to, feeding Pet a different brand/type of pet food, supplementing/substituting Pet's dry food with canned food,

supplementing/substituting other types of pet-safe food (i.e. rice, chicken, bread, etc.), and/or to seeking professional help from a veterinarian.

d. Medication Administration.

- i.** Client understands that Besa Pets is not a veterinary facility and its staff members are not trained to diagnose, treat, or otherwise provide professional medical care and/or medical services for Pet.
- ii.** Any and all known medical conditions of Pet, including allergies to certain ingredients, should be disclosed to the appropriate Besa Pets staff member *prior* to Client requesting any Services for Pet. It is Client's responsibility to make sure this information is appropriately documented and Besa Pets is timely informed of any updates and/or changes to any such information Client may have previously disclosed to Besa Pets..
- iii.** At Client's request, Besa Pets may agree to administer, on Client's behalf, Pet's medication and/or treatment, if any, as prescribed and directed by a veterinarian. Additional costs for medication administration will apply.
 - 1.** Client understands and acknowledges it is Client's own responsibility to ensure Besa Pets is provided with the correct medication(s) and correct instructions for dosage and administration of medication(s) to Pet.
- iv.** Further, if administration of Pet's medication and/or treatment requires any extra efforts, special skills, training, or equipment, Client understands Besa Pets should be consulted with in advance of Services to confirm if Besa Pets can accommodate such needs or not.
- v.** Client acknowledges Besa Pets will not be liable for any health complications or negative effects of medication administration to Pet where Client's instructions have reasonably been followed.

3. Boarding.

- a.** Client acknowledges that if Pet is boarded at Besa Pets in an indoor/outdoor kennel, the Pet will have free range to go between the indoor *and* outdoor spaces within its assigned kennel. Although there are barriers already in place around each indoor/outdoor kennel and around the entirety of the outdoor space of the Besa Pets facility, Client acknowledges that Besa Pets will not individually monitor Pet 24/7 while kenneled, and Besa Pets cannot guarantee that its kennels have been designed in such a manner to prevent Pet escaping from its assigned kennel and/or the Besa Pets facility in each and every possible circumstance. Client acknowledges accepts it is Client's sole responsibility to determine, in its sole discretion, whether the pre-existing barriers are sufficient to outweigh any risk of Pet jumping, climbing or performing other acts that may lead to Pet's injury and/or to Pet's escape from its assigned kennel or the outdoor space of the Besa Pets facility while Pet is being boarded there.
- b.** Client agrees to not hold Besa Pets liable for any injury and/or sickness of Pet that may happen due to any toys, chews, bones, and/or other items provided by Client to Besa Pets for Pet to have in its kennel while Pet is in the care of Besa Pets ("**Pet's Items**"). Client acknowledges and understands that Pet will not be individually supervised 24/7 while kenneled, and Client should not provide for Pet any Pet's Items that could potentially turn into a hazard following Pet's unsupervised use of the same (i.e. squeaky toy that could be ripped open, turning the stuffing/squeaker into potential choking hazards for Pet), or purchase

any add-on treats, toys or other items for Pet to receive from Besa Pets during its boarding stay that Client is not comfortable being left alone with Pet for any period of time.

Client understands that Besa Pets is additionally not liable for any loss, damage, destruction and/or replacement of Pet's Items Client may choose to leave at Besa Pets for Pet. If Pet's Items have any sentimental value and/or may not easily be replaced by Client, it's highly recommended Client refrains from leaving Pet's Items at Besa Pets.

- c. If Client has two or more Pets that are not of the same sex and wishes for them to be boarded in the same kennel run at Besa Pets, then Pets must all be either neutered/spayed.
- d. Daycare services (a.k.a. group playtimes) are not included with boarding services for Pet, although Client can request Pet's additional participation in daycare during the boarding period. Additional fees will apply.
- e. Client agrees that in the event Client is unable, for any reason, to pick up Pet during the scheduled pick-up time after boarding Pet with Besa Pets, Client authorizes Besa Pets to, in its sole discretion, determine an appropriate alternate arrangement at Client's expense. Alternate arrangements may include, but are not limited to, arranging a late pick-up time for Client if staff availability permits (a \$50 late pick up fee for this service will apply in addition to any other fees) or boarding Pet at Besa Pets for an additional night (standard boarding fees for Besa Pets will apply).

4. Daycare.

- a. Prior to allowing Pet to join its first daycare group play session, Besa Pets will first assess Pet's temperament and energy level, among other things, typically through an individual play session (the "**Initial Behavioral Assessment**"), which is offered free of charge. Although pets are usually placed in groups with other similarly sized pets for group playtime, Besa Pets reserves the right, in its sole discretion, to place Pet in a group based on criteria other than size if it thinks such other group will be more compatible for Pet.
 - i. If, based on the Initial Behavioral Assessment, Besa Pets, in its sole discretion, deems Pet incompatible with group playtime, it will notify Client and give Client the option to either remove Pet from daycare (charges may apply depending on length of time Pet is in the care of Besa Pets) or to pay an additional fee for individual playtimes.
 - ii. Unless instructed otherwise by Client, Pet's participation in daycare will generally include opportunities to participate in off-leash group playtimes either indoors or in one of the fenced-in, outdoor spaces at the Besa Pets facility. Client acknowledges accepts it is Client's sole responsibility to determine, in its sole discretion, whether the fencing surrounding the outdoor play areas is sufficient to outweigh any risk of Pet jumping, climbing or performing other acts that may lead to Pet's injury and/or to Pet's escape from the outdoor space while Pet is participating in off-leash group play.
- b. Client agrees to not hold Besa Pets liable for any injury and/or sickness of Pet that may happen due to any toys and/or equipment provided on-site at Besa Pets for facilitating Pet's interaction during playtimes, regardless of whether Pet is participating in group playtime or individual playtime.
- c. Each day Pet participates in daycare, depending on the type of playtime Pet is participating in, Pet will have multiple opportunities to play and interact with either other pets during group play or with a staff member during individual play. Although most pets, after a full day of

daycare, return to home tired and happy, Client understands and acknowledges that each pet is different, and Pet may still have some residual energy left despite full participation in each playtime offered.

- d. Client agrees that in the event Client is unable, for any reason, to pick up Pet from daycare at Besa Pets during the scheduled pick-up time, Client authorizes Besa Pets to, in its sole discretion, determine an appropriate alternate arrangement at Client's expense. Alternate arrangements may include, but are not limited to, arranging a late pick-up time for Client if staff availability permits (a \$50 late pick up fee for this service will apply in addition to any other fees) or boarding Pet overnight at Besa Pets (standard boarding fees for Besa Pets will apply).

5. Training.

- a. If Client participates or requests any of the pet training services offered by Besa Pets, Client acknowledges that Besa Pets shall provide such training for Pet with the reasonable care and diligence comparable to that of any other professional within the relevant industry; however, Client understands and hereby agrees that Besa Pets makes no representation or guarantee regarding the result or outcome in its provision of such training.
- b. Client understands that it's Client's sole responsibility to reinforce prior lessons and continuously practice training techniques learned with Pet in an effort to maximize the potential for Client and Pet to both benefit from the pet training services offered by Besa Pets.
- c. Besa Pets provides its training services through designated Certified Pet Trainers, and Client hereby acknowledges and agrees that only Besa Pet's Certified Pet Trainers are authorized to provide Client any training instruction during training services.
 - i. Other staff members of Besa Pets may offer suggestions or advice based on their professional experience, which the Client acknowledges is the offering staff member's personal opinion, freely given, and not formal training instructions.
 - ii. Additionally, Certified Pet Trainers, when interacting with Client at Besa Pets outside of training services (i.e. Certified Pet Trainer assisting with daycare pick-up) may offer general suggestions or advice based on their professional experience. Where this advice is given without Client and Pet's prior and/or current participation in training services at Besa Pets with that same Certified Pet Trainer, Client acknowledges such suggestions or advice in this context are just the Certified Pet Trainer's personal opinion, freely given, and not formal training instructions.
- d. Regardless of any advice or training instruction provided, Client remains solely responsible for the care, training, control and actions of Pet.

6. Drop-Off and Pick-Up.

- a. Client agrees to stay informed and abide by the applicable rules regarding Besa Pets' applicable hours of drop off and pick up for Pet each time Client requests Services. If a Client is unable to timely pick up Pet during the applicable pick-up window, Besa Pets shall be authorized to, in its sole discretion, make appropriate alternate arrangements for Pet at Client's expense and communicate the same to Client. Alternate arrangements may include, but are not limited to, arranging a late pick-up time for Client if staff availability permits (a \$50 late pick up fee will apply in addition to any other fees) or boarding Pet overnight at Besa Pets (standard boarding fees for Besa Pets will apply).

- b. Client additionally understands that where Services are charged at a daily rate, no discount, proration, or other reduction to the daily rate will apply as a result of Client picking up Pet earlier than planned unless provided for otherwise under this Agreement.
- c. For Pet's safety, only persons specifically identified by Client in writing to Besa Pets as having permission to pick up Pet will be permitted to do so in lieu of Client.
- d. In the unfortunate event that Client fails to pick up Pet as scheduled and Besa Pets cannot get in contact with Client, Besa Pets will send Client written notice to the Client's address, by certified mail, or email, if provided. If Besa Pets does not hear back from Client within two (2) weeks of the date it was sent, Client understands Besa Pets will consider Pet abandoned, and authorizes Besa Pets to proceed in accordance with Section 7(b)(i) below.

7. Payment for Services and Grant of Lien Rights.

- a. For each visit, payment for and all Services, expenses and late fees incurred in accordance with this Agreement, where applicable, is due in full at time of pick-up, *prior* to Pet being returned to Client.
- b. In the event Client fails to make payment in full at the scheduled or agreed-to pick-up time, Besa Pets shall have, and is hereby granted a lien on Pet for any and all unpaid charges and may exercise its lien rights by keeping possession of Pet until such charges are fully paid or two (2) weeks have passed, whichever occurs earlier. If two (2) weeks have passed without resolution for unpaid charges, Client authorizes Besa Pets to proceed in accordance with Section 7(b)(i) below.
 - i. Besa Pets shall, at its sole discretion, have the right to sell and/or rehome Pet and retain any and all proceeds from the sale, if any. If Besa Pets does not receive any proceeds and/or the proceeds are insufficient to resolve Client's outstanding debt to Besa Pets, Client shall remain liable for the difference. Client specifically waives any statutory or legal right to the contrary of the above.

8. Media Release.

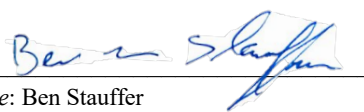
- a. Client authorizes Besa Pets to take and to use photographs or other graphics, sound, or other images, likenesses, recordings, etc. ("**Media**") of Pet and use Media for any purpose without compensation.
 - b. Additionally, if Client is participating in Services with Pet, Client authorizes Besa Pets to take and use Media of Client's participation for any purpose without compensation.
 - c. By signing below, Client releases to Besa Pets all rights that she/he may possess or claim to such Media.
9. This Agreement represents the entire agreement between the parties regarding liability. All terms and conditions of Agreement shall be binding between Besa Pets and Client.
- a. Besa Pets reserves the right, in its sole discretion, to update the terms and conditions of this Agreement at any time without prior notice to Client. In the event any changes are made, Besa Pets will notify Client in writing of the change(s), post the change(s) publicly on its website, and/or require the Client to sign an updated version of the Agreement prior to receiving any Services following the change(s).

- b. It is Client's sole responsibility to ensure the terms and conditions of the Agreement are acceptable prior to each time it requests Services. An updated copy of the current Agreement can be generally provided to Client upon request during Besa Pets' regular business hours.
10. Should anything unforeseen occur that is not covered or addressed under this Agreement, Besa Pets and Client agree to first seek to come to a mutual agreement, documented in writing and signed by both Parties. If the Parties are unable to come to an agreement in this manner, the Parties agree to next attempt to settle the dispute with the help of a mutually agreed-upon mediator in Lancaster County, Pennsylvania. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in the Commonwealth of Pennsylvania under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.
 11. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the Parties had signed the same signature page.
 12. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
 13. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflict of law rules.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, by signing here below the Parties have executed this Agreement as of the Effective Date above.

BESA PETS, LLC

By: 
Name: Ben Stauffer
Title: Owner

CLIENT

By: _____

Name: _____
(First Name) (Last Name)