

PET CARE SERVICES LIABILITY WAIVER AND RELEASE AGREEMENT

FURFIELD PET PLACE LLC

Business License #25000568

IMPORTANT NOTICE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE SIGNING.

1. PARTIES

This Pet Care Services Liability Waiver and Release Agreement (hereinafter referred to as the "Agreement") is entered into between:

Service Provider:

Furfield Pet Place LLC

1385 Stewart Drive

Fairfield, California 94533

Phone: 702-371-7652

(hereinafter referred to as "Provider," "we," "us," or "our")

Pet Owner:

Name: _____

Address: _____

Phone: _____

Email: _____

(hereinafter referred to as "Owner," "you," or "your")

2. RECITALS AND ACKNOWLEDGMENTS

WHEREAS, Provider offers pet care services including but not limited to feeding, walking, and basic grooming at Provider's facility, parks, and neighborhood walking areas; and

WHEREAS, Owner wishes to engage Provider to perform such services for Owner's pet(s); and

WHEREAS, Owner acknowledges that working with and caring for animals involves inherent risks that cannot be eliminated regardless of the care taken to avoid injuries or incidents;

NOW, THEREFORE, in consideration of Provider agreeing to provide pet care services and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

2.1 Voluntary Participation

Owner acknowledges that participation in Provider's pet care services is purely voluntary. Owner has elected to engage Provider's services with full knowledge and acceptance of the risks involved.

2.2 Authority to Contract

Owner represents and warrants that Owner is the legal owner or authorized agent for the pet(s) subject to this Agreement and has full authority to enter into this Agreement. If Owner is not the legal owner of the pet(s), Owner represents and warrants that Owner has express permission from the legal owner to enter into this Agreement on the owner's behalf.

2.3 Acknowledgment of Receipt

In accordance with California Civil Code Section 1812.82, Owner acknowledges receipt of a complete copy of this Agreement at the time of signing.

3. DESCRIPTION OF SERVICES AND ACTIVITIES

3.1 Covered Services

This Agreement covers the following basic pet care services provided by Furfield Pet Place LLC:

- a) Feeding and water provision
- b) Walking and exercise
- c) Basic grooming (brushing, nail trimming, ear/eye cleaning)
- d) Administration of owner-provided medications as directed
- e) Transportation to and from service locations
- f) Supervision during care periods

3.2 Service Locations

Services may be provided at the following locations:

- a) Furfield Pet Place facility at 1385 Stewart Drive, Fairfield, California 94533
- b) Public parks and recreational areas in Fairfield, California
- c) Neighborhood walking areas surrounding the facility

- d) Transportation routes between these locations

3.3 Hours of Operation

Provider offers services 24 hours per day, 7 days per week. Owner acknowledges that services provided during non-standard business hours (between 8:00 PM and 6:00 AM) may involve different staff, supervision levels, and inherent risks.

3.4 Excluded Services

This Agreement specifically excludes the following services, which may require separate agreements:

- a) Advanced medical treatment or veterinary services
- b) Specialized training or behavior modification
- c) Breeding or reproductive services
- d) Exhibition or competition handling
- e) Any service not expressly included in Section 3.1

4. ASSUMPTION OF RISK

4.1 Acknowledgment of Risks

Owner understands and acknowledges that pet care activities involve inherent risks that may result in damage to property, injury to pets, injury to persons, or other losses. These risks include, but are not limited to:

- a) **Animal Behavior Risks:** Unpredictable animal behavior including biting, scratching, jumping, running, or other actions that may cause injury to the pet, other animals, or humans;
- b) **Transportation Risks:** Accidents, traffic incidents, vehicle malfunctions, or other hazards that may occur during the transportation of pets;
- c) **Facility Risks:** Slips, falls, equipment failures, structural issues, or other hazards that may exist at the Provider's facility or other service locations;
- d) **Third-Party Interaction Risks:** Encounters with other animals, people, vehicles, or objects during walks or other activities that may cause injury, stress, or behavioral issues;
- e) **Health and Medical Risks:** Pre-existing health conditions that may be aggravated by activity, exposure to contagious diseases from other animals, allergic reactions, or other medical emergencies;

- f) **Emergency Situation Risks:** Natural disasters, extreme weather, fire, or other emergency situations that may affect the safety and well-being of pets in Provider's care;
- g) **Property Damage Risks:** Damage to Owner's property, Provider's property, or third-party property caused by the pet's behavior or actions.

4.2 Voluntary Assumption of Risk

Owner expressly and voluntarily assumes all risks associated with the pet care services provided under this Agreement, including all risks of injury, illness, death, or property damage to Owner's pet(s), Owner, Provider, Provider's staff, or third parties that may arise from or be related to the services provided.

4.3 Pet Health and Behavior

Owner represents and warrants that Owner has disclosed to Provider all known medical conditions, behavioral issues, and any other special needs or characteristics of the pet(s) that may affect the provision of services or increase any of the risks described above.

5. RELEASE AND WAIVER OF CLAIMS

5.1 Release of Liability for Ordinary Negligence

To the fullest extent permitted by California law, including but not limited to California Civil Code Section 1668, Owner hereby releases, waives, discharges, and covenants not to sue Provider, its members, managers, employees, volunteers, contractors, agents, representatives, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Owner, Owner's pet(s), or Owner's property, whether caused by the ordinary negligence of the Released Parties or otherwise, while participating in or receiving the pet care services covered by this Agreement.

5.2 Limitation on Release

This release and waiver does not extend to claims arising from gross negligence, willful misconduct, or violations of law by Provider or the Released Parties, as such waivers are unenforceable under California law as established in *City of Santa Barbara v. Superior Court* (2007).

5.3 Scope of Release

This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, related to the pet care services provided under this Agreement. Owner expressly waives the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5.4 Premises Liability

Owner specifically releases Provider from any claims related to the condition of the premises where services are provided, including the Furfield Pet Place facility, parks, walking areas, and transportation vehicles, whether owned, leased, or otherwise controlled by Provider, except as limited by Section 5.2 above.

6. INDEMNIFICATION CLAUSE

6.1 Indemnification Obligation

Owner agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, losses, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of or related to:

- a) Any injury, illness, or death to Owner's pet(s) while in Provider's care;
- b) Any injury, illness, or death to other animals caused by Owner's pet(s);
- c) Any injury, illness, or death to Provider, Provider's staff, or third parties caused by Owner's pet(s);
- d) Any damage to Provider's property or third-party property caused by Owner's pet(s);
- e) Any violation of law or regulation by Owner related to the pet care services;
- f) Any breach of Owner's representations, warranties, or obligations under this Agreement;
- g) Any third-party claims arising out of or related to Owner's pet(s) or the services provided under this Agreement.

6.2 Scope of Indemnification

This indemnification obligation applies regardless of whether the claim, demand, loss, damage, liability, cost, or expense is caused in part by the ordinary negligence of a Released Party, except as limited by Section 5.2 above.

6.3 Defense Obligation

Owner's obligation to defend includes the obligation to provide and pay for legal representation for the Released Parties in connection with any claim or demand covered by this indemnification provision, with legal counsel reasonably acceptable to Provider.

6.4 Survival of Indemnification

This indemnification obligation shall survive the termination of this Agreement and the completion of services provided hereunder.

7. EMERGENCY MEDICAL AUTHORIZATION

7.1 Emergency Veterinary Care Authorization

Owner hereby authorizes Provider to seek emergency veterinary care for Owner's pet(s) during the provision of services if, in Provider's sole discretion, such care appears necessary. Provider will make reasonable efforts to contact Owner before seeking such care, but Owner acknowledges that such contact may not be possible in emergency situations.

7.2 Preferred Veterinary Provider

Owner designates the following veterinary provider for emergency care:

Solano-Napa Pet ER Clinic

Phone: 707-864-1444

7.3 Spending Authorization Limit

Owner authorizes Provider to approve emergency veterinary treatment up to a maximum amount of Five Hundred Dollars (\$500.00) per incident without additional consent from Owner. For treatment exceeding this amount, Provider will make reasonable efforts to obtain Owner's consent before proceeding, unless Provider determines, in its sole discretion, that immediate treatment is necessary to prevent serious injury or death to the pet.

7.4 Payment Responsibility

Owner agrees to be fully responsible for the payment of all veterinary services rendered, including emergency care, regardless of whether Owner authorized such care in advance. Owner agrees to reimburse Provider for any veterinary expenses paid by Provider on Owner's behalf within three (3) days of receiving notice of such expenses.

7.5 Release for Veterinary Care Decisions

Owner releases Provider from any liability for decisions made regarding emergency veterinary care, including the selection of veterinary provider, timing of treatment, or extent of treatment, provided such decisions were made in good faith and without gross negligence.

8. PROPERTY DAMAGE AND THIRD-PARTY LIABILITY

8.1 Owner's Property

Owner acknowledges that pets may cause damage to bedding, toys, carriers, or other items provided by Owner for use during the provision of services. Provider will exercise reasonable care to prevent such damage but is not responsible for normal wear and tear or damage caused by Owner's pet(s) to Owner's property.

8.2 Provider's Property

Owner assumes full responsibility for any damage caused by Owner's pet(s) to Provider's facility, equipment, vehicles, or other property. Owner agrees to promptly reimburse Provider for the reasonable cost of repairing or replacing such property.

8.3 Third-Party Property

Owner assumes full responsibility for any damage caused by Owner's pet(s) to the property of third parties, including but not limited to other pet owners, visitors, neighbors, public parks, or businesses visited during the provision of services. Owner agrees to promptly reimburse Provider for any amounts Provider pays to third parties for such damage.

8.4 Personal Injury to Third Parties

Owner assumes full responsibility for any injury caused by Owner's pet(s) to third parties, including but not limited to other pet owners, visitors, Provider's staff, or members of the public encountered during the provision of services. Owner agrees to promptly reimburse Provider for any amounts Provider pays to third parties for such injuries.

8.5 Insurance Subrogation Waiver

Owner agrees to waive, and to cause Owner's insurers to waive, any rights of subrogation against Provider for claims paid by such insurers for damage or injury caused by Owner's pet(s).

9. MINOR PARTICIPATION PROVISIONS

9.1 Participation by Minors

If Owner is permitting a minor (under 18 years of age) to participate in or be present during the provision of pet care services, Owner represents and warrants that Owner is the parent or legal guardian of such minor or has obtained the express permission of the minor's parent or legal guardian for such participation.

9.2 Assumption of Risk for Minors

Owner, on behalf of the minor and Owner, assumes all risks associated with the minor's participation in or presence during the provision of pet care services, including all risks of injury, illness, or death to the minor that may arise from or be related to the services provided or the behavior of any animal.

9.3 Release and Waiver for Minors

Owner, on behalf of the minor and Owner, hereby releases, waives, discharges, and covenants not to sue the Released Parties from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the minor, whether caused by the ordinary negligence of the Released Parties or otherwise, subject to the limitations in Section 5.2 above.

9.4 Indemnification for Minor's Claims

Owner agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, losses, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of or related to the minor's participation in or presence during the provision of pet care services, including claims brought by or on behalf of the minor.

9.5 Parent/Guardian Signature Required

This Agreement must be signed by the minor's parent or legal guardian. A minor cannot sign this Agreement on their own behalf, even with parental permission.

10. DISPUTE RESOLUTION

10.1 Mandatory Mediation

In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties agree to first use their best efforts to settle the dispute, claim, question, or disagreement through direct communication. If the parties do not reach a resolution within 30 days, they agree to submit the dispute to mediation in Solano County, California, in accordance with the rules of a recognized mediation service agreed upon by the parties.

10.2 Mediation Process

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Solano County, California. The parties agree to participate in the mediation in good faith and to share all relevant information necessary for the mediator to understand and help resolve the dispute.

10.3 Litigation After Mediation

If the dispute is not resolved through mediation, either party may proceed with litigation in the appropriate courts of Solano County, California. The parties agree that they must first exhaust the mandatory mediation process described above before initiating litigation.

10.4 Attorneys' Fees and Costs

In the event of litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, in addition to any other relief to which the prevailing party may be entitled.

10.5 Limitation on Time to Bring Claims

Any claim or cause of action arising under this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred, except as prohibited by applicable law.

11. GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provisions.

11.2 Severability

If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from this Agreement. In such event, the parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written.

11.4 Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument executed by both parties.

11.5 No Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right of such party to enforce such provision or any other provision in the future.

11.6 Assignment

Owner may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Provider. Provider may assign this Agreement to any successor in interest or affiliated entity without Owner's consent.

11.7 Notification of Incidents

Owner agrees to notify Provider of any injury, illness, or other incident related to Owner's pet(s) or the services provided under this Agreement within twelve (12) hours of discovering such injury, illness, or incident.

11.8 Term and Termination

This Agreement shall remain in effect indefinitely until revoked in writing by either party. Either party may terminate this Agreement at any time by providing written notice to the other party, provided that such termination shall not affect any rights or obligations that accrued prior to the effective date of termination.

11.9 Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement and the services provided hereunder.

11.10 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government action, labor strikes, or pandemics.

11.11 Headings

The headings used in this Agreement are for convenience only and shall not be used to construe or interpret the provisions hereof.

11.12 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.13 Electronic Signatures

Electronic signatures shall be valid and binding for all purposes of this Agreement.

12. SIGNATURE BLOCKS AND CONTRACT DELIVERY ACKNOWLEDGMENT

By signing below, Owner acknowledges that Owner has read this Agreement carefully, understands its terms and conditions, and agrees to be bound by all of its provisions. Owner further acknowledges that Owner is signing this Agreement voluntarily and without any inducement or assurance of any nature not set forth herein.

Owner acknowledges receipt of a complete copy of this Agreement at the time of signing, in accordance with California Civil Code Section 1812.91.

PET OWNER:

Signature: _____ Date: _____

Print Name: _____

FOR MINOR PARTICIPATION (if applicable):

I am the parent or legal guardian of the minor(s) listed below. I have read this Agreement and understand its terms. I consent to the minor's participation in the pet care services and agree to be bound by all terms and conditions of this Agreement on behalf of myself and the minor.

Minor's Name: _____ Age: _____

Parent/Guardian Signature: _____ Date: _____

Print Parent/Guardian Name: _____

FURFIELD PET PLACE LLC:

By: _____ Date: _____

Print Name: _____ Title: _____

Authorized Representative: Mark L. Martell Carrillo or Lindsey A. Martell

PET INFORMATION:

Pet Name: _____ Species: _____

Breed: _____ Age: _____

Sex: ☐ Male ☐ Female ☐ Neutered/Spayed

Special Instructions: _____

Emergency Contact (other than Owner):

Name: _____ Phone: _____

Relationship to Owner: _____