

LAKE SHARPE KENNELS, INC. DBA LAKE SHARPE PET RESORT SERVICE AGREEMENT

PLEASE READ CAREFULLY. THIS SERVICES AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE LAKE SHARPE KENNELS, INC., A SOUTH DAKOTA COMPANY, DBA LAKE SHARPE PET RESORT. (Collectively referred to in this Agreement as "LAKE SHARPE PET RESORT") 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 Lake Sharpe Pet Resort, by signing this document, I _____ (the "Owner/Guardian"), make the following representations, certify the accuracy of all information provided to Lake Sharpe Pet Resort at any time, and agree to all the following policies, procedures, terms and conditions stated below in the Agreement. I also understand that Lake Sharpe Pet Resort will make reasonable effort to reach Owner/Guardian to inform Owner/Guardian of any illness, injury, or before any treatment.

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 Lake Sharpe Pet Resort reserves the right to deny admittance to any pet for any reason, at any time.
- 3) **Pet Requirements:** I represent that my Pet(s) meet all of the following requirements:
 - Is 4 months of age or older.
 - Is current on his/her required vaccinations (Rabies, DHPP, and Bordetella)
 - For new Bordetella or expired Bordetella vaccines they must have been administered a minimum of seven (7) days prior to reservation date. All other new or expired vaccines must be administered at least twenty-four (24) hours in advance.
 - Is on a monthly flea and tick preventative medication.
 - Has been in good health for the last 30 days prior to check-in.
 - My Pet is not aggressive, nor shown signs of aggression to other dogs or humans unless disclosed to Lake Sharpe Pet Resort.
 - My Pet will enter and exit Lake Sharpe Pet Resort facility on a leash.
- 4) **Health:** I represent that my Pet has not had any contagious illnesses of any kind for 30 days prior to check-in. I am aware and understand that Lake Sharpe Pet Resort employees are not veterinarians and do not have backgrounds in animal medicine. Lake Sharpe Pet Resort employees cannot diagnose or detect illnesses in the pets that are staying at Lake Sharpe Pet Resort. I agree to assume all risk associated with the administration of medication by Lake Sharpe Pet Resort 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 have informed Lake Sharpe Pet Resort of any special dietary needs or medications that the Pet may require if necessary during its stay at Lake Sharpe Pet Resort. *I HEREBY AGREE TO INDEMNIFY LAKE SHARPE PET RESORT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS OR ACTIONS MADE AGAINST LAKE SHARPE PET RESORT, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AS A RESULT OF MY FAILURE TO INFORM LAKE SHARPE PET RESORT OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.*

- 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 Lake Sharpe Pet Resort, that Lake Sharpe Pet Resort will require my Pet to be picked up immediately or we will isolated your Pet until able to be picked up. I understand that Lake Sharpe Pet Resort will make a reasonable effort to reach Owner/Guardian to inform Owner/Guardian before any treatment is administered. If a flea bath and flea treatment of any kind is administered, it will be at the Owner/Guardians expense.

- 6) **Veterinarian Liability and Care:** I agree to allow Lake Sharpe Pet Resort to obtain veterinarian medical treatment for my Pet, if, in its sole discretions it appears that, the Pet is ill, injured, or exhibits any other behavior that would reasonably suggest that my Pet might need medical treatment, if the Pet is ill or injured while at Lake Sharpe Pet Resort, Lake Sharpe Pet Resort will make a reasonable effort to reach Owner/Guardian to inform Owner/Guardian of said illness or injury. Medical treatment may require transportation of my Pet to receive care and I hereby authorize such transportation. I grant Lake Sharpe Pet Resort full authority to make decisions involving the medical treatment of my Pet during its stay at Lake Sharpe Pet Resort. I agree that I am fully responsible for the cost of any such medical treatment and transportation. 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 Lake Sharpe Pet Resort, relating to the medical care and transportation of my Pet.

- 7) **Transportation:** I agree that if my Pet is transported to or from Lake Sharpe Pet Resort, by Lake Sharpe Pet Resort, its employees or agents, that I will hold Lake Sharpe Pet Resort, its owners, directors, officers, employees, or agents harmless in the event of injury or accident during any transportation of my Pet.

- 8) **Pet Behavior:** I agree to be solely financially responsible for any and all acts, behavior, and veterinarian care of my Pet while in the care of Lake Sharpe Pet Resort. I accept the responsibility for paying for any damage to the Lake Sharpe Pet Resort facility, property, and/or equipment caused by my Pet. IN ADDITION, I AGREE THAT IF MY PET IS INJURED BY another pet, I hereby release Lake Sharpe Pet Resort, 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, Lake Sharpe Pet Resort may contact the appropriate authorities.

- 9) **Pet Daycare:** I understand that certain areas of Lake Sharpe Pet Resort are a cage-free facility utilizing playgroups where multiple pets will interact. I understand that Lake Sharpe Pet Resort has a pool and that unless otherwise disclosed to Lake Sharpe Pet Resort in writing, I assume all risks associated with my Pet using said pool including, but not limited to, death by drowning. I understand that activities at Lake Sharpe Pet Resort involve risk and possible injury including but not limited to: exposure to parasites, viruses and other medical conditions passed from pet-to-pet or person-to-pet, sprains, strains, dislocations, bites, broken bones, fatigue, dehydration, nicks, cuts, or death. I further understand that not each and every potential risk can be listed above. While Lake Sharpe Pet Resort provides reasonable care, trained professionals, and supervision in the playgroups, I understand and agree that it's possible Lake Sharpe Pet Resort employees may not notice these nicks or scratches before my Pet's departure and, therefore, I might not be notified.

- 10) **Aggressive Pets:** I certify that my Pet is not aggressive and I understand that aggressive pets are not permitted to participate in services provided by Lake Sharpe Pet Resort. If my pet acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other pets. I authorize Lake Sharpe Pet Resort to use muzzles, in extreme cases, to control my Pet for the protection of other pet guests and human staff.

- 11) **Abandonment Notice:** I fully understand and agree that if my Pet is not picked up by myself or an authorized representative within 7 calendar days after the day my Pet is scheduled to depart and Lake Sharpe Pet Resort has not been notified of an extended stay, that my Pet shall be deemed “abandoned”. I understand that Lake Sharpe Pet Resort will make a reasonable effort to reach Owner/Guardian before taking any action. I understand if I abandon my Pet at Lake Sharpe Pet Resort, Lake Sharpe Pet Resort, 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 Lake Sharpe Pet Resort, I may be unable to retrieve my Pet and will have no recourse against Lake Sharpe Pet Resort. In addition, I understand that I will remain responsible for the unpaid charges incurred for my Pet’s stay at Lake Sharpe Pet Resort.
- 12) **Photo and Video Release:** I agree to allow Lake Sharpe Pet Resort to use my Pet’s name and any images or videos taken while he/she is in the care of Lake Sharpe Pet Resort, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials.
- 13) **Personal Property:** I agree that Lake Sharpe Pet Resort shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my Pet or me. I also understand and agree that my Pet’s collar may be removed in any play area to assist in preventing injury.
- 14) **Service Fees:** I agree to pay for all fees, services, and products with a credit card, cash, checks or Lake Sharpe Pet Resort gift card at the time of my Pet’s pickup from each visit at Lake Sharpe Pet Resort. I give express permission to Lake Sharpe Pet Resort to charge my account for any unpaid fees, services, or products.
- 15) **Reservations:** I understand that confirmed reservations are required for boarding services at Lake Sharpe Pet Resort.
- 16) **Cancellations:** I understand that all confirmed reservations must be cancelled at least two (2) days prior to my Pet’s reserved arrival date. I further understand that a cancellation made within two (2) days of my Pet’s arrival date, or a no-show, will result in my account being charged for one (1) night stay per pet.
- 17) **Check-in & Check-out Times:** I understand that I am responsible for payment of all days reserved, regardless of picking my Pet up prior to the scheduled departure date, unless prior arrangements have been made.
- 18) **Early departure:** Once a pet’s stay has begun, I understand that I am responsible for payment of all days reserved, regardless of picking my Pet up prior to the scheduled departure date, unless prior arrangements have been made.
- 19) **Resort Guidelines:** I acknowledge that I have received, reviewed and signed a copy of Lake Sharpe Pet Resort’s “Guidelines.” I hereby agree to be fully bound to all the terms and conditions of Lake Sharpe Pet Resort’s “Guidelines.”
- 20) **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 Lake Sharpe Pet Resort. I understand that Lake Sharpe Pet Resort is relying on and will rely on those representations to provide a safe environment for both humans and animals.

- 21) **Controversy or Claim:** Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall, in Lake Sharpe Pet Resort's sole discretion, be settled in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator(s) shall apply South Dakota law to the merits of any dispute or claim, without reference to conflicts of law rules. The parties hereby consent to the personal jurisdiction of the state and federal courts located in South Dakota and agree that such courts shall have the sole and exclusive jurisdiction for an actions or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.
- 22) **Valid Dates/Affirmation:** This Agreement, waivers, and authorizations will remain valid and in force as long as and whenever the Pet, and any future pet, participates in any activity at or with Lake Sharpe Pet Resort. Each time I bring my Pet(s) into Lake Sharpe Pet Resort, I am re-affirming the terms of this Agreement, and the truthfulness and accuracy of all the statements I have made in this Agreement.
- 23) **Waiver, Release and Indemnification:** I release, waive, discharge, indemnify and agree to hold Lake Sharpe Pet Resort, its owners, directors, officers, employees and agents harmless for any and all manner of damages, injury, claims, loss, liabilities, costs or expenses, attorney's fee, causes of action or suit, whatsoever in law or equity, arising out of or related to the services provided by Lake Sharpe Pet Resort, 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 Lake Sharpe Pet Resort. (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.
- 24) **Sole Agreement:** This writing represents the sole agreement between Lake Sharpe Pet Resort and the Owner/Guardian.

I HAVE READ (all four pages) AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT I WILL RELINQUISH 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 LAKE SHARPE KENNELS, INC, AND DBA LAKE SHARPE PET RESORT, INC., THEIR 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.

Printed name of Owner/Guardian: _____

Signature of Owner/Guardian: _____

Date: _____