



The Doggie Depot of Virginia, LLC
2100 S Loudoun St., Winchester, VA 22601

OWNER AGREEMENT FORM

I, _____, the owner of the dog(s): _____, hereby agree that I have read and understand the following (the "Agreement") (all items must be initialed):

1. ___ I hereby certify that all of the facts set forth on my Enrollment Form(s) are true as of today's date, including, without limitation, that my dog(s) has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog. I agree that I must immediately notify The Doggie Depot of Virginia, LLC ("Doggie Depot") if I become aware that my dog has harmed or shown aggressive or threatening behavior towards any person or other dog.
2. ___ I understand that Doggie Depot is allowing my dog(s) to participate in Training, Puppy Play Time/Doggy Happy Hour and/or Day Care based on the representations set forth in my Enrollment Form and the information I communicated during the Evaluation (if enrolling in Day Care), including, without limitation, my representation that my dog(s) is/are in good health and has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog. I agree that the Doggie Depot may choose to refuse to allow my dog(s) to continue to participate in Training, Puppy Play Time/Doggy Happy Hour and/or Day Care at any time and for any or no reason.
3. ___ I understand that my dog(s) will be participating in Training, Puppy Play Time/Doggy Happy Hour, and/or Day Care with other dogs, and there is a risk of them getting injured or ill as a result. I agree that the Doggie Depot and its managers, members, employees, agents and guests will not be responsible or liable for any injuries or illnesses that my dog(s) incurs while participating in Training, Puppy Play Time/Doggy Happy Hour and/or Day Care, except as set forth in Section 5 below.
4. ___ I further agree to waive and release Doggie Depot and its managers, members, employees, agents and guests (to the greatest extent permitted by law) from any and all loss, liability, claims, expenses, demands, causes of action, suits, rights, and entitlement of any kind, whether known or unknown, suspected or unsuspected, relating in any way to my dog(s)' participation in Training, Puppy Play Time/Doggy Happy Hour, and/or Day Care, including, without limitation, injury, death, sickness, or other damage.
5. ___ I understand that in the event that my dog(s) become ill or injured while in the custody of Doggie Depot during Day Care, Doggie Depot shall provide the dog(s) with emergency veterinary treatment for the illness or injury. I shall bear the reasonable and necessary costs of emergency veterinary treatment for any illness or injury occurring while the dog(s) are in the custody of Doggie Depot. I agree I shall promptly reimburse Doggie Depot for any such costs it is forced to expend for my dog(s). Doggie Depot shall only be required to pay for veterinary treatment of any injury that my dog(s) sustain while at Doggie Depot if the injury resulted from Doggie Depot's failure, whether accidental or intentional, to provide the care required by Virginia Code §3.2-6503 or if the injury is the result of the actions of Doggie Depot. Doggie Depot shall not be required to bear the cost of veterinary treatment for injuries resulting from my dog(s) self-mutilation. I also understand that my dog(s) will not be in the custody of Doggie Depot during Training or Puppy Play Time/Doggy Happy Hour. In the event that my dog(s) become ill or

injured while during Training or Puppy Play Time/Doggy Happy Hour, I will be solely responsible for obtaining any necessary treatment for them.

6. ___ I further understand photographs and/or video of myself and/or my dog(s) may be captured while my dog(s) is/are participating in Training, Puppy Play Time/Doggy Happy Hour, and/or Day Care. I agree to waive all right to any image of myself and/or my dog(s) and authorize the Doggie Depot to use, broadcast, and/or reproduce my and/or my dog's/dogs' likeness in video, print or other media. I agree I will not be compensated for any such use.
7. ___ This Agreement constitutes the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assignees of Owner and the Doggie Depot. There are not representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to subject matter of this Agreement that are not fully expressed herein.
8. ___ I hereby consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia, specifically to the courts of Winchester City, Virginia, in connection with any action, suit, or proceeding arising out of or relating to this Agreement and further waive and agree not to assert in any action, suit, or proceeding brought in the courts of Winchester City, Virginia and the United States District Court for the Western District of Virginia (Harrisonburg Division) that the parties are not personally subject to the jurisdiction of these courts, that the action, suit, or proceeding is brought in an inconvenient forum or that venue is improper.
9. ___ I further agree to indemnify and hold harmless Doggie Depot and its managers, members, employees, agents and guests from any and all loss, liability, claims, expenses, demands, causes of action, suits, rights, and entitlements of any kind (including, without limitation, legal costs and attorneys' fees) related to this Agreement, for any matters related to this Agreement or my dog(s)' participation in Training, Puppy Play Time/Doggy Happy Hour, and/or Day Care, including, without limitation, injuries, sickness, death or other damage to any dog or person.
10. ___ I agree and understand that Doggie Depot will be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding related to my breach of this Agreement or for any matters related to this Agreement or my dog(s)' participation in Training, Puppy Play Time/Doggy Happy Hour, and/or Day Care.
11. ___ I agree that I have read and understood the Doggie Depot General Information and Policies and I agree that I will abide by those Policies, including any modifications made to those Policies by Doggie Depot.

Owner Name: _____
Signature of Owner: _____

Date: _____

Doggie Depot of Virginia, LLC
By: _____
Its: _____

Date: _____