



1558 Will Geer Road, Topanga, CA 90290
310 455-7897 phone 310 455-3477 fax
CanyonViewRanch.com

BOARDING AGREEMENT

This Agreement is entered into between Canyon View Ranch ("Canyon View") and the Pet Owner ("Owner") identified below, and is with regard to the boarding and/or training that will be provided by Canyon View for a dog ("Pet") belonging to Owner.

1. DISCLOSURE: In entering into this Agreement, Owner represents that he and/or she is/are the legal owner(s) of the Pet. Owner certifies that the information offered in the attached Pet Profile, upon which Canyon View relies, is true and accurate. The Pet Profile is attached to this Agreement. Owner represents to Canyon View that the Pet has not been exposed to rabies or distemper within a thirty day period prior to boarding and that the Pet is current on all vaccinations, including rabies. Owner further represents that the Pet has been vaccinated for Bordetella (also known as "kennel cough") within six months prior to boarding, and understands that the vaccination may not prevent exposure to a virus or infection. Owner agrees to provide current vaccination certificates for the above.

Owner's Initials: _____

2. ASSUMPTION OF RISK: Canyon View provides a supervised, free-range outdoor area for dogs to run and play throughout the day. During the time that the Pet is within the control and care of Canyon View, the staff will exercise their best efforts to insure the safety and well-being of the Pet. Notwithstanding those best efforts, it is always possible that the Pet may be injured or become ill. Canyon View staff is trained to intervene as quickly and as safely as possible. Despite prompt efforts by staff, a dog may suffer an injury from an altercation with another dog. If injury to the Pet results from an altercation between several dogs, each Owner is responsible for all expenses related to his or her Pet, regardless of which Pet was at fault. Owner agrees not to hold Canyon View, its staff, or any other clients liable for any injuries which the Pet suffers as a result of an altercation with another dog.

Owner acknowledges that no amount of vaccination requirement, sanitation efforts of the facility, or the care provided to the Pet can prevent pets from contracting an airborne virus or communicable disease. Additionally, on occasion, dogs may have difficulty adjusting to being away from home and may, as a result, develop lethargy and a loss of appetite. Canyon View staff will make every effort to recognize these symptoms as quickly as possible and to address them. However, Owner is aware that employees of Canyon View are not veterinarians and do not have backgrounds in animal medicine and are not expected to diagnose illnesses in the pet while at Canyon View Ranch.

Owner understands the risks of illness, disease or harm from injury, and hereby releases Canyon View, its employees, members or other agent, from any and all losses, damages, costs and expenses arising out of or in connection with any communicable disease, airborne virus, or any other medical condition of injury contracted by Owner's Pet at Canyon View Ranch.

Owner's Initials: _____

3. MEDICAL ATTENTION: If Pet shows signs of illness or is injured, Canyon View will attempt to immediately contact Owner or Owner's designated emergency contact. In the event that the Owner or Emergency Contact cannot be reached, Owner hereby authorizes Canyon View Ranch to make all health care decisions for the Pet. Based upon the circumstances, however, Canyon View may decide to immediately take the Pet to a veterinarian for treatment. Owner grants permission to any clinic or third party to discuss the medical condition of the Pet with Canyon View, and any information regarding care and treatment of the Pet.

Owner's Initials: _____

4. ASSUMPTION OF MEDICAL LIABILITY AND PAYMENT: If Canyon View takes the Pet for medical treatment, Owner will be at all times solely responsible for the cost of any medical treatment which the Pet may require as a result of any such illness or injury. Furthermore, if Pet is transported to or from Canyon View Ranch by staff, Owner holds Canyon View harmless in the event of injury or accident during transportation. Owner agrees to the use of his/her credit card to pay for the cost of all such medical treatment, in addition to any related costs which Canyon View incurs. The Credit Card Authorization is attached to this Agreement.

Owner's Initials: _____

5. PHOTO RELEASE: Canyon View Ranch is occasionally featured on television and print media that may include photographs or film/video of the dogs playing in the yards. Owner grants permission to use the image of Pet for such purposes. Any Owner who does not want the Pet photographed for above purposes, please do *not* initial.

Owner's Initials: _____

6. ABANDONMENT: Owner agrees and acknowledges that Canyon View, in accordance with applicable law, has a possessory lien upon the Pet until such time that all applicable charges per this Agreement have been paid by the Owner. Owner (or an authorized representative of Owner) understands and agrees that if Pet is not picked up from Canyon View Ranch within fourteen (14) calendar days after the scheduled date of departure without full payment of charges to that date, the Pet shall be deemed to be abandoned. If required, Canyon View, also in accordance with applicable law and after giving Owner sufficient written notice, may force a sale of Pet in order to recover all amounts owed by Owner.

Owner's Initials: _____

7. PAYMENT: Owner agrees to pay the applicable service rates in effect on the date Pet is checked into Canyon View Ranch and to pay for any additional services requested by Owner. Payment for all accommodations and services will be paid for at time of check-in. All additional or ancillary services will be paid upon check-out.

Reservations during the week(s) of Thanksgiving and Christmas/New Years holidays must be confirmed no later than two weeks prior to check-in. The full charge for the Pet's stay will be due at that time. No refunds on reservations will be offered after the two-week confirmation is received.

Owner's Initials: _____

8. INDEMNIFICATION: Owner agrees to fully release and indemnify Canyon View, and its owners and employees, for any and all damages that occur, and claims that may arise, as a result of acts committed by the Pet while the Pet is at the Canyon View facility.

Owner's Initials: _____

9. ARBITRATION: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All terms and conditions set forth in this Agreement shall be binding upon the heirs, relatives, assigns, officers and shareholders of the parties hereto. 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 the Agreement, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. If either party to this Agreement brings an action or proceeding to enforce any provision of this Agreement, to enforce any breach of this Agreement, or to address any matter arising or relating to this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs which are incurred in the bringing of such action or proceeding.

Owner's Initials: _____

In signing this Agreement below, Canyon View and the Owner expressly agree to the terms and conditions set forth above.

Canyon View Ranch (owner) CVR Representative

Owner's Name (please print) Owner's Signature Date

Address City Zip

Home Phone Cell Phone Alternate Phone (office, etc.)

#1 _____ #2 _____ #3 _____ #4 _____

Dog's name(s) (please print)