(Prairie Ranch Kennels) 23435 Garvin Heights Road Winona, MN 55987

#### **Owner and Dog Information**

Owner:	Phone:	Email:		
Address:	City:	State: _	Zip:	
Emergency Contact:	Phone:			
Dog(s) Name:	Breed:	Age:	Sex/Intact:	
Name:	Breed:	Age:	Sex/Intact:	
Name:	Breed:	Age:	Sex/Intact:	
Allergies:	Medications	8:		
Special Instructions:				
Do you want your dog(s) mixe	d with other dogs outside?			
Any other information to note:				

# **Veterinary Medical Release Form**

Should a medical emergency occur while my dog(s) are being cared for by PRK I understand PRK will make all reasonable attempts to contact me. In the event that PRK cannot contact me in a timely manner, PRL will use this form to make medical decisions on my behalf including medical emergency care.

I, (Dog Owner) hereby give PRK permission to transport my dog(s) for care to the above mentioned veterinarian (or to the closest facility if the primary vet clinic is not available). I understand that PRK will make every effort to contact me as soon as possible in the event of a medical emergency. If PRK is unable to reach me in a timely manner, I give permission to PRK to make medical decisions on my behalf. I give permission to the veterinarian to administer any care and medication necessary. I assume full accountability for the payments of all veterinary services accumulated. I understand charges may include things such as, but not limited to, diagnosis, treatment, and medical supplies. I also agree to pay all fees assessed by PRK for transportation, care, and emergency caregivers. All payments will be made within one week (7 days) from the time of treatment. This release is valid immediately and includes all future emergency care for any dog(s) owned by me. No additional release forms will be required for additional dog(s) within this household.

By signing this contract, I agree I have the authority to make health and financial decisions in regards to all dog(s) in my household.

Primary Vet:	Town:

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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#### **Boarding and Legal Services Agreement**

PLEASE READ CAREFULLY. THIS SERVICES AGREEMENT (THE "AGREEMENT") INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE PRK LLC, 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 dog(s) being permitted to be a pet guest at PRK, by signing this document, I, (Dog Owner) make the following representations, certify the accuracy of all information provided to PRK at any time, and agree to all the following policies, procedures, terms and conditions stated below in this agreement.

### Policies, Procedures, Terms, and Conditions

- 1. **Owner/Guardian:** I represent that I am the owner and/or authorized guardian of my dog(s) and I am fully authorized to enter this agreement.
- 2. Refusal of Service: I understand PRK reserves the right to deny admittance to any pet for any reason, at any time.
- 3. Pet Requirements: I represent that my dog(s) meets all of the following requirements:
  - a. Is 8 weeks of age or older.
  - b. Is up to date on their required vaccinations (rabies, DHPP, and Bordetella), as of 7 days prior to drop off.
  - c. Has been in good health for the last 30 days prior to drop off.
  - d. Is not aggressive or shows signs of aggression toward other dogs or humans.
  - e. Will enter and exit the PRK facility on a standard leash that is not retractable.
- 4. Health: I represent that my dog(s) have not had any contagious illnesses of any kind for 30 days prior to drop off. I am aware and understand that PRK employees are not veterinarians and do not have backgrounds in animal medicine. PRK employees cannot diagnose or detect illnesses in the pets that are staying at PRK. I agree to assume all risks associated with the administration of medication by PRK during my dog(s) stay. In addition I acknowledge and am aware that vaccines do not protect against all contagious illnesses that may affect my dog(s). I have informed PRK of any special dietary needs or medications that my dog(s) may require if necessary during its stay at PRK. I HEREBY AGREE TO INDEMNIFY PRK, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR ACTIONS MADE AGAINST PRK, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF MY FAILURE TO INFORM PRK OF ANY PRE-EXISTING MEDICAL CONDITIONS THAT MY PET MAY HAVE.
- 5. Kennel Cough: I agree that if kennel cough is detected during check in or at any other time while my dog(s) are receiving services at PRK, that PRK will require my dog(s) to be picked up immediately.
- 6. Veterinarian Liability and Care: I agree to allow PRK to obtain veterinarian medical treatment for my dog(s), if, in its sole discretion, it appears that the dog(s) is ill, injured, or exhibits any other behavior that would reasonably

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suggest that my dog(s) might need medical treatment. If the dog(s) is ill or injured while at PRK, PRK will make a reasonable effort to reach the owner/guardian to inform the owner/guardian of said illness or injury. Medical treatment may require transportation of my dog(s) to receive care and I hereby authorize such transportation. I grant PRK full authority to make decisions involving the medical treatment of my dog(s) during its stay at PRK. I agree that I am fully responsible for the cost of any such medical treatment and transportation. I agree that I am assuming all risks of illness, disease, harm, or otherwise to my dog(s) by allowing my dog(s) to participate in services at PRK. Furthermore, I agree that I am assuming all risk of the consequences associated with any decisions made by PRK relating to the medical care and transportation of my pet.

- 7. Transportation: I agree that if my dog(s) is transported to or from PRK, by PRK resort, its employees, or agents, I will hold PRK, its owners, directors, officers, employees, or agents harmless in the event of injury or accident during any transportation of my dog(s).
- 8. Pet Behavior: I agree to be solely financially responsible for any and all acts, behavior, and veterinarian care of my dog(s) while in the care of PRK. I accept the responsibility for paying for any damage to the PRL facility, property, and/or equipment caused by my dog(s). In addition, I agree that if my pet is injured by another dog(s), I hereby release PRK, its owners, employees, and agents from all liability and financial responsibility for such injury. I further understand that if my dog(s) bites a human or dog(s), PRK may contact the appropriate authorities.
- **9. Mixing Time:** I understand that certain areas of PRK are a cage-free facility utilizing playgroups where multiple dog(s) will interact. I understand that PRK has pools and that unless otherwise disclosed to PRK in writing, I assume all risks associated with my dog(s) using said pool including, but not limited to, death by drowning. I understand that activities at PRK involve risk and possible injury, including but not limited to: exposure to parasites, viruses, and other medical conditions passed from dog-to-dog or person to dog, 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 PRK provides reasonable care and trained professionals, I understand and agree that its possible PRK employees may not notice these nicks or scratches before my dog(s) departure and, therefore, I might not be notified.
- **10.** Aggressive Pets: I certify that my dog(s) is not aggressive and I understand that aggressive dog(s) are not permitted to participate in services provided by PRK. If my dog(s) acts aggressively or exhibits unacceptable behavior, he/she may be separated from the other dog(s). I authorize PRK to use muzzles, in extreme cases, to control my dog(s) for the protection of other dog guests and staff.
- **11. Abandonment Notice:** I fully understand and agree that if my dog(s) is not picked up by myself or an authorized representative within 7 calendar days after the day my dog(s) is scheduled to depart, that my dog(s) shall be deemed "abandoned." I understand if I abandon my dog(s) at PRK, PRK, in its sole discretion, will try to re-home my dog(s), or relinquish my dog(s) to a legal shelter of its choice. I fully understand and agree that if I abandon my dog(s) at PRK, I may be unable to retrieve my dog(s) and will have no recourse against PRK. In addition, I understand that I will remain responsible for the unpaid charges incurred for my dog(s) stay.
- **12. Photo and video release:** I agree to allow PRK to use my dog(s) name and any images or videos taken while he/she is in the care of PRK, 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 PRK shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my dog(s) or me.

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- 14. Service Fees: I agree to pay for all fees, services, and products with a check or cash at the time of my dog(s) pickup from each visit at PRK.
- **15. Reservations and Cancellations:** I understand that all confirmed reservations must be canceled at least two (2) days prior to my dog(s) reserved arrival date. I further understand that a cancellation made within two (2) of my dog(s) arrival date, or a no-show, will result in an unpaid balance of the entire stay or up to 3 full days of the original boarding reservation. I understand that during peak/holiday time I may be responsible for my entire reserved stay, even if it exceeds 3 days.
- 16. Drop-off & Pick-up Times: I understand that dropping-off/picking-up outside of the designated drop-off/pick-up times will result in a \$25 fee, if accommodations can be made.
- 17. 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 dog(s) ability to participate in services provided by PRK. I understand that PRK is relying on and will rely on those representations to provide a safe environment for both humans and animals.
- 18. Controversy or Claim: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any part to this Agreement, shall, in PRK's sole discretion, 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 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 Minnesota 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 Minnesota and agree that such courts shall have the sole and exclusive jurisdiction for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.
- 19. Valid Dates/Affirmation: This Agreement, waivers, and authorizations will remain valid and in force as long as and whenever the dog(s), and any future dog(s) participate in any activity at or with PRK. Each time I bring my dog(s) into PRK, I am reaffirming the terms of this Agreement and the truthfulness and accuracy of all the statements I have made in this Agreement.
- **20. Waiver, Release and Indemnification:** I release, waive, discharge, indemnify and agree to hold PRK, its owners, directors, officers, employees, and agents harmless for any and all manner of damages, injury, claims, loss, liabilities, costs, or expenses, attorney's fees, causes of action or suit, whatsoever in law or equity, arising out of or related to the services provided by PRK, its owners, directors, officers, employees or agents including without limitation: (1) any inaccuracy in any statement made by myself or information provided to me by PRK, (2) my dog(s), 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.
- 21. Sole Agreement: This writing represents the sole agreement between PRK and the owner/guardian.

Owner/Guardian Printed Name:

 Owner/Guardian Signature:
 \_\_\_\_\_\_

Date: