



Barking Dog Fitness™

Day Fitness and Care Program

Agreement, Indemnity, Release & Waiver

Get Your **Bark On!**™

I, the undersigned, warrant and certify that I am the owner or person responsible for the dog(s) brought to Barking Dog Fitness, 2826 Shader Road, Orlando, FL 32808 for participation in the Day Fitness and Care program. I understand that the services offered by Rocky's Retreat, Inc. or Barking Dog Fitness are not intended as a substitute for veterinary care, and consultation with a veterinarian is recommended for any matters relating to the health of the dog. Further, I understand that the customized workout program created for my dog and corresponding outcome are dependent upon a number of factors including but not limited to the condition and age of the dog.

I understand I am responsible for, and agree to provide the Barking Dog Fitness staff with the latest medical information, including underlying medical conditions, medications, veterinarian name and contact information, and veterinarian recommendations and limitations for the dog(s) brought to Barking Dog Fitness for participation in the Day Fitness and Care program. I agree that I am ultimately responsible for determining whether the Day Fitness and Care program is appropriate for my dog(s). I further agree that I am responsible for any risk posed by undisclosed medical conditions.

I understand that by allowing my dog(s) to participate in the Day Fitness and Care program, I give my permission for staff to take photographs, and/or videos, and to use the images or videos of my dog in printed matter, internet sites, or other promotional or advertising capacities. Photographs and videos are the property of Barking Dog Fitness.

I acknowledge the inherent risks in allowing my dog(s) to participate in the Barking Dog Fitness Day Fitness and Care program. I accept full responsibility for any illness or injury that might happen to my dog(s), and accept full financial responsibility for any charges that may occur. I also accept full responsibility for any damage or injury to persons, property or animals arising out of my dog's participation in the Day Fitness and Care program, use of the grounds, facility, or pool, and the actions and conduct of the undersigned and my dog(s). Accordingly I agree to indemnify Rocky's Retreat, Inc., Barking Dog Fitness, and its owners, employees, and independent contractors, for monetary damages and attorney fees; and further waive all personal claims and releases against Rocky's Retreat, Inc. Barking Dog Fitness, its owners, employees, and independent contractors for damage, injury or death sustained by me, arising out of my dog's participation in the activities and services provided by Barking Dog Fitness, or presence on or use of the premises where services are performed; and further waive subrogation claims of insurers. As a client of Barking Dog Fitness, I understand that my dog(s) and any person I bring onto the property enter / swim / participate at our own risk.

It is my express intent that this Release and Hold Harmless Agreement shall also bind the members of my family and all respective heirs, executors, administrators, legal representatives, successors, and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

By signing below, I acknowledge that I have read and fully understand this Agreement, Indemnity, Release & Waiver.

Signature: _____

Dated this _____ day of _____, 20_____

Printed Name: _____