

POSH PAWS LIMO, LLC

DOG OWNER WAIVER AND RELEASE OF LIABILITY AGREEMENT

1. By enrolling my dog in Posh Paws Limo, LLC, (“PPL”) dog transportation services, I represent that I am the legal owner of the enrolled dog(s) and assume all risks, dangers and responsibility for injuries to the named dog(s). Owner understands and agrees that Owner is solely responsible for any harm to Owner’s dog(s) while Owner’s dog(s) is/are using PPL services, unless caused by negligent or intentional acts of PPL employees. Owner further agrees to be solely responsible at all times for any and all acts of the dog(s), including, but not limited to damage to the PPL’s property or physical injuries that may be sustained by PPL, its employees or agents by either the dog(s) or on the Owner’s property when picking up or dropping off the dog(s).

As authorized by myself, I acknowledge and agree that PPL may require access to my home to either pick up or drop off my dog as part of PPL’s transportation services and there are risks of damages to my personal property and I understand such risks. I hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability PPL from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys’ fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, related to or arising, directly or indirectly, from PPL’s access to my home.

2. All dogs must pass, and continue to pass, general behavior assessments in order to use PPL services. No dog may be admitted that shows any signs or any type of aggression. Owner further understands and agrees that in admitting Owner’s dog(s) to PPL, Owner is representing to PPL that Owners’ dog(s) is/are in good health and have not harmed, shown aggression, or exhibited any threatening behavior towards any person or other dog. Any dog demonstrating aggression or other behavior deemed unacceptable by PPL staff may be dismissed from PPL.

3. Owner understands and agrees that neither PPL nor any of its employees, staff or volunteers, will be liable for any illness, injury, death, and /or escape of Owner’s Dog(s) provided that industry standard of care and precautions in existence in Wisconsin are followed, and Owner hereby releases PPL nor any of its employees, staff or volunteers of any liability of any kind whatsoever arising from, or as a result of Owner’s dog(s) participating in any services with PPL. Any such claim must be made within thirty (30) days or be barred.

4. Owner further understands and agrees that any behavioral or physical health problems that develop while the Owner’s dog(s) is under PPL’s care, will likely be handled in the following manner based on the severity of the illness/injury: Owner will be contacted and protocol will be followed as deemed best by both Owner and PPL. In emergency situations, Owner’s dog will be treated as deemed best by PPL staff, and owner will be contacted ASAP.

Owner consents to such protocol if exercised. If the Owner does not immediately inform the PPL regarding medical care to be administered, then PPL is authorized to request the services of a veterinarian or to give any other care that appears advisable. The Owner shall be solely responsible for the payment of all the above-referenced services. Owner expressly agrees to assume full financial responsibility for any and all expenses arising or relating thereto. This includes aggressive or destructive behavior.

5. Owner further understands and agrees that Owner's dog(s) are healthy and will at all times, while using PPL, have current vaccinations. Owner is not enrolling any dog in PPL that has any condition that could potentially jeopardize the health of other dogs or people and has not had any potentially communicable condition within 30 days prior to enrollment. Owner further understands that even if Owner(s) dog is vaccinated for Bordetella (Kennel Cough) there is a chance that the Owner(s) dog can still contract Kennel Cough. Owner(s) agrees NOT hold PPL responsible if Owner's dog(s) contracts Kennel Cough.

6. Owner further understands and agrees that Owner's dog(s) is required to be spayed/neutered to enroll at PPL. PPL Spay/Neuter rules are as follows: Males must be neutered by 10 months old, and Females must be spayed by 1 year old. Pending continuing behavioral evaluations until puppies are spayed/neutered, Owner's dog(s) may be excused prior to the above ages, and be able to return after they have been spayed/neutered. Owner understands that females in heat are not permitted to use PPL for the entire heat cycle (minimum 3 weeks).

7. Owner further understands and agrees that Owner(s) dog will have access to a kennel in a transportation vehicle. Owner(s) agree to assume full liability if Owner(s) dog escapes during loading/unloading process unless due to the intentional or negligent act(s) of a PPL employee.

8. Owner understands that ***pre-paid packages are nonrefundable and expire no longer than 1 year from the date of purchase.*** Fees are due and payable by the end of each day. Payment may be made by cash, check or credit card. Discounted packages are provided only if they are paid for in advance.

9. PPL reserves the right to refuse admittance to any dog or to dismiss any dog that does not meet the health, temperament or other PPL standards. The determination shall be made at the sole discretion of PPL as determined solely by PPL. Upon dismissal, PPL agrees to refund the prorated amount of any pre-paid transportation package not used by Owner.

10. Owner understands that reservations not cancelled by 5:00 p.m. prior to the day of the reservation are non-refundable and Owner will be charged for the reservation day.

11. Owner further understands and expressly agrees that each and every of the foregoing provisions contained in Paragraphs 1 -10 above shall be in force and effect and shall apply to each and every occasion on which Owner uses PPL's transportation services. This Agreement shall remain in full force and effect between the parties until and unless otherwise cancelled or

superseded by a supplemental agreement signed by PPL. This agreement shall be construed and enforced according to the law of the State of Wisconsin. The parties agree that in the event of a dispute regarding this contract and any other agreement that they shall first seek to settle the matter thru mediation through a mediator mutually agreed by the parties, and if mediation fails, then only through arbitration in Dane County, Wisconsin, through an arbitration provider chosen by PPL.

12. Owner gives permission for photo and video releases for social media, promotions, etc.

Owner hereby certifies that Owner has read and fully understands this Waiver and Release of Liability and the terms set forth above. By signing this agreement, Owner agrees to be bound by its terms and conditions. This agreement will be in full effect with Digital Signature below and shall continue to be in full effect unless and until cancelled by mutual written agreement of Owner and PPL.