

# *Shady Mountain Pet Retreat*

## Liability Release for K9 Swim Session

### The Benefits of Swimming

Veterinarians recommend warm water swimming for dogs as it helps them with the following conditions:

- \*\* Improved body conditions and physical performance. Perfect for dogs that are overweight or don't receive regular exercise. Young dogs with lots of energy benefit greatly as swimming allows them to release this energy in a positive manner.
- \*\*Non-impact Aerobic exercise. Great for dogs with dysplasia and joint degeneration.
- \*\*Improved cardiovascular fitness
- \*\*Faster recovery from sprains, strains and surgery
- \*\*Reduced pain from injury and physical stress
- \*\*Decreased/prevention of muscle and tissue contraction from disuse
- \*\*Obesity prevention and reduction.
- \*\*Mental stimulation

## Pricing:

\$40 for a half hour of assisted swim.

This is generally the suggested amount of time for a beginner swimmer. This type of exercise is VERY strenuous. Your dog will not be in the water the entire 30 minutes as he will need to rest periodically.

Multiple Dogs - 20% discount

\$55 for 45 minute assisted swim.

An experienced K9 swimmer can handle this length of swim time; with several breaks out of the pool.

Pool rental - i.e. dog's owner goes into the pool with the dog - \$50/half hour. All rules must be followed, along with release of liability for human and dog. Rules include: No getting in and out multiple times. Once the dog is in, he/she remains in until her time is up. No scratching at the sides allowed. All dogs must wear flotation vests provided by pet parents.

## Policies

All dogs must receive an initial swim assessment. They will wear a float vest. Once they prove their swimming adeptness and ability to be guided without constantly aiming for the sides to leave, we will remove the vest. All swims will be assisted to insure the dog's safety.

All dogs who are currently under veterinary care for any medical condition require a written veterinary

consent form prior to swimming. We also would prefer to speak with your veterinarian in order to discern appropriate exercises to be utilized during the swim.

All dogs must be current on vaccinations unless medically excused with proof of titers.

If you arrive and there is a dog in the pool area, please wait in the parking lot and begin prepping your dog for his/her swim by rinsing off loose hair; paying special attention to cleaning anal area.

Keep your dog leashed at all times.

Do not feed your dog within 4 hours of his/her swim and make sure he has relieved himself just prior to the swim. There are pooper scoopers readily available to clean up after your dog. Also note that dogs often have to relieve themselves during their swim sessions and this time will count as part of their session so as to not interrupt the next scheduled session.

Feel free to bring your dog's favorite floating toys but we do have many on site, too.

No family members are allowed in the pool with the dogs.

You will have 10 minutes after your dog's swim to rinse and dry your dog in the rinse area outside. Please bring your own towels. We do have towels available for rent at \$5 each use.

Payment is due at the time of the session. We accept cash, checks and credit cards. All credit card will incur an additional 3% fee.

If your dog relieves himself in the pool you will be charged \$200 in order to cover the costs of pool cleaning and sanitizing. Be sure that your dog relieves himself prior to his swim.

### Cancellation Policy

We require a minimum of 24-hours notice if you cancel your session, otherwise you will be charged for your reserved pool time.

### **RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT**

Now come the parties to this Agreement, Miriam and Mike Babineau operators/owners of Shady Mountain

Pet Retreat and \_\_\_\_\_ the legal owner of:

Name of Owner

\_\_\_\_\_  
Name of dog(s)

to whom services are going to be provided. The services by Shady Mountain Pet Retreat and Miriam Fields-Babineau and Mike Babineau (Service Provider) will be for the purpose of canine warm water and swimming exercise.

The Client understands that canine water activities consist of activities dependent on the condition and age of the dog, the goals of the owner, the nature and health, both mentally and physically of the dog.

The services that are going to be provided to the Client are swimming, working of muscles, training, exercising; and relaxation techniques which are designed and intended to help and assist dogs with conditioning, strengthening, retraining and relaxing muscles. These services are not intended to treat a disease or symptoms of a disease as defined by professional veterinarians.

Service Provider does not provide veterinary service of any kind. None of the employees, officers, directors, or other persons associated with Service Provider are veterinarians or veterinary technicians.

The Client understands that the Client is responsible for, and agrees to provide the Service Provider with the latest medical information, including underlying medical conditions, medications and a release signed by a veterinarian stating that the dog is physically able to participate in warm water swimming activities. The Client agrees that the Client is ultimately responsible for determining if the canine warm water swimming activities are appropriate for the Client's dog.

The Client accepts full responsibility for any injury or damage, to person, property or animals arising out of use of the grounds of the Service Provider and further agrees to indemnify Service Provider for money damages and attorney fees; and further waives all personal claims and releases the Service Provider from damage, injury or death sustained by Client, arising out of Client's participation in the activities and services at the Service Provider's facility, or presence on or use of the premises where services are performed; and further waives subrogation claims of insurers. Injuries to the dog may include, but are not limited to: drowning, infection, seizure, any illness contracted the dog from going out into the weather after swimming, any damage inflicted by other dogs who might be encountered at the facility; any injury or illness resulting from change in temperature, either from going into or going out of the water, or for any other type of injury, illness, or damage to the dog resulting from either the treatment or anything else while on the property of Service Provider.

This Release shall apply whether or not damage arises from the negligence of Service Provider or from any defect on the premises; and also for any injury to the Client which may occur while the Client and/or the dog are on the premises, from any cause of any kind, including any damage or injury that may arise from the negligence of Service Provider while on the premises of the Service Provider. The Client further agrees that if anyone else brings a claim through, by or on behalf of the Client, the Client will agree to indemnify Service Provider on, by or on behalf of any person claiming through, by or under the Client's estate, or on behalf of the Client's dog. The Client will further indemnify and save and hold Service Provider harmless from any damage claims which may result from services rendered by Service Provider. The Client also further waives subrogation claims by any insurers brought by, through, or on behalf of the Client.

The Client agrees to withhold food from the dog for a minimum of three (3) hours prior to entering the facility of the Service Provider to prevent the dog from having a bowel movement while in the pool and further agrees to pay for any damages caused by the dog to the facility should the dog defecate in the pool during services.

The Client agrees to observe and obey all posted rules and warnings, and further agrees to follow all verbal instructions or directions given by employees, representatives or agents of Service Provider.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Dog's Name(s): \_\_\_\_\_

Witness by: \_\_\_\_\_