



Free Paws

Dog Lodging + Daycare

FREE PAWS PET SITTING & DOG LODGING, LLC,

Waiver and Release of Liability

1. In consideration of retaining this service provided by Free Paws Pet Sitting & Dog Lodging, LLC, I **expressly agree and contract**, on behalf of myself, my heirs, executors, administrators, successors and assigns; or on behalf of my corporate entity, company, or partnership, which I represent in a legal capacity, that Free Paws Pet Sitting & Dog Lodging, LLC and its insurers, employees, volunteers, officers, directors, property owners, and associates (collectively "Free Paws"), shall not be liable for any damages arising from personal injuries (including death) sustained or caused by my pet, or as a result of other injuries that may arise out of interacting with them in any manner, regardless of whether such injuries result, in whole or in part, from the negligence of Free Paws.
2. By the execution of this Agreement ("Agreement"), I **accept and assume full responsibility** for any and all injuries, damages (both economic and non-economic), and losses of any type, which may be sustained or caused by my pet, and I hereby fully and forever release and discharge Free Paws, its insurers, employees, volunteers,

officers, directors, property owners, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether

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arising out the retention of this service provided by Free Paws.

3. **I expressly agree** to indemnify and hold Free Paws harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages caused or sustained by my pet produced by reason other than gross or reckless negligence. *This includes any and all claims that may arise out of damages from canines that may otherwise be specified under Fla. Stat. §767.01 & §767.04.*

4. **I expressly agree** that in addition to my obligation to indemnify Free Paws, I shall defend, in all legal, equitable, administrative, or special proceedings brought by third parties relating to my pet(s), with counsel approved by Free Paws immediately upon tender to me of the claim in any form or at any stage of an action or proceeding whether or not liability is established. **I agree** that an allegation or determination that persons other than me are responsible for the claim does not relieve me from my separate and distinct obligation to defend and that obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if I assert liability is caused in whole or in part by the negligence or willful misconduct of Free Paws, its owners, officers, and/or employees.

5. **I agree and comply** with all sections and subsections of Fla. Stat. §828.30 and that my pet(s) is properly vaccinated as required by this statute, and I have provided proof of vaccination of same to Free Paws prior to my pet(s) visit. Any failure to comply with

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the aforementioned sections and subsections will result in forfeiture of any and all claims that may be brought against Free Paws.

6. **I authorize** Free Paws to ensure and employ any standard or emergency veterinary care that may be deemed reasonably necessary by Free Paws during any time spent with my pet(s). **I accept responsibility** for any charges related to any such reasonably necessary standard or emergency care.

7. **I agree and grant** to Free Paws the right to take photographs and videos of me, my personal property, and/or my pet(s), in connection with retention of this service, and hereby allow Free Paws the right to use, publish, or print any photos physically or electronically any said photos.

8. **You have the right** to refuse to sign this Agreement, and Free Paws has the right to refuse to perform any and all pet-sitting services without your initials and/or signatures on this Agreement.

9. Exclusive jurisdiction of disputes between the parties shall be Hillsborough County, Florida where the prevailing party shall only be entitled to recover its actual and direct monetary damages plus reasonably incurred attorney's fees and costs from the other party.

10. Except as expressly provided in this contract with respect to recovery of attorney's fees, in no event shall either party ever be liable to the other party under this Agreement for any punitive, exemplary, speculative, consequential, or other special damages.

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11. This Agreement contains the entire and complete provisions of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other arrangement, oral or written. Any reaffirmations of this Agreement shall be deemed to reinstate and reassure each and every provision contained herein.

12. If any provision of this Agreement is held by a court of law to be illegal, invalid, or otherwise unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. This is your release and waiver of liability. **You, individually, effectively release** Free Paws immediately of any and all liability.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND
VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF
ITS CONTENT.**

Date

Signature

Print Name