



Waiver & Release of Liability

In consideration of the services rendered by Balanced Paws Inc. (the "Company" and sometimes referred to herein as "Balanced Paws"), I have read, understand, acknowledge and agree as follows:

I hereby release Balanced Paws Inc., its employees, owners, directors, representatives, subcontractors, agents, animal owners, customers and potential customers from any and all liabilities, financial and otherwise, for injuries to myself, my dog, cat, additional animals, or any other property of mine, which arise in any way at any time directly or indirectly from services and/or products provided by or as consequence of my association with Balanced Paws.

I agree to assume all liabilities and responsibilities, financial and otherwise, for the behaviour and health of my pet. In consideration of the services rendered by Balanced Paws, I hereby waive any and all claims, actions or demands of any nature foreseen or unforeseen, including without limitation any claims relating to the care, control, health, and/or safety of my pets, claims arising during training, pick-up or drop-off of my pets, and/or any services rendered for my pets, relating to, resulting from or arising out of my involvement with or participation in any activity of Balanced Paws that I may have against Balanced Paws, its employees, owners, directors, representatives, subcontractors, agents (collectively, the "Releasees").

I hereby agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, damages, injuries, losses, liabilities, expenses, or injuries arising directly or indirectly as a result of any action by my pet or any other pet including any claims by myself, my family members or any other person accompanying me to or present with me at any function, program, event or activity of Balanced Paws.

I authorize Balanced Paws to do whatever they deem necessary for the safety, health, and well-being of my pet while under the care of Balanced Paws, including seeking professional veterinary treatment for my pet as deemed reasonably necessary by Balanced Paws in its sole and absolute discretion.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL BALANCED PAWS OR ANY OF THE RELEASEES BE LIABLE, JOINTLY OR SEVERALLY, TO ME OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH THE SERVICES OFFERED TO MY BY

BALANCED PAWS, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF BALANCED PAWS OR THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE LIABILITY OF BALANCED PAWS WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BALANCED PAWS BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO ME OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM ACTUALLY PAID BY ME TO BALANCED PAWS DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH BALANCED PAWS IS NOTIFIED OF SUCH CLAIM IN WRITING.

Due to the many outstanding benefits of dog socialization and Balanced Paws' commitment to the safety and well-being of my dog, I agree that that the benefits of dog socialization outweigh the risks.

I understand that Balanced Paws Inc. has the right to refuse service to me and/or my pet at any time for any reason. I understand that if my pet has a history of or repeatedly demonstrates aggression or biting of humans or animals, Balanced Paws reserves the right to refuse service. I understand that all bites may be reported to the local authorities to the extent required by law.

I understand that if my animal is not picked up within 14 days after the time the animal was due to be picked up, and no evidence of reasonable efforts were made on the Owner's part to contact Balanced Paws Inc., the animal shall be deemed abandoned, and that I, the Owner hereby relinquishes all legal custody and ownership of said animal into the care of Balanced Paws Inc. and its representatives. I understand that I (the owner) will still be financially responsible for all outstanding fees and applicable charges for services rendered to my account until the balance is paid in full.

I agree to pay the rate for all services rendered that are in effect on the date my dog attends said services. Prices are subject to change without notice, and it is my responsibility to ensure that I understand the applicable rates for my dog and service(s) in question. I understand that Balanced Paws will charge me a \$35 handling fee for checks returned due to NSF or like reasons.

I agree that my dog may be photographed, videotaped or otherwise recorded, and that such recordings will be considered the property of Balanced Paws and maybe used in any form of social media and advertisement, including but not limited to publication on www.balancedpaws.ca. I understand that Balanced Paws Inc. will not use the recordings, without my permission, for any purpose other than promoting the business.

I understand and agree that in the event any portion of this agreement shall be found to be void or unenforceable; all other portions shall remain in full force and effect.

I have read and agree to all portions pertaining to this document, to the "Policies" document and any and all applicable documents pertaining to any and all services rendered by Balanced Paws.

I hereby declare to Balanced Paws that I am the legal owner of my pet; that my pet has not been exposed to distemper, rabies or parvovirus within the past thirty (30) days, that my pet has been inoculated as indicated by records presented.

Legal Name: _____

Address: _____

Cell Phone: _____ Home Phone: _____

Email Address: _____

Signature & Date: _____

By signing my name to this document, I acknowledge that, I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY CAREFULLY AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, AND I SIGN IT KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.