

STEEL HOUSE INC.
operating as
STEEL HOUSE DOGGY DAYCARE

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

Initial here

Name:

Name of Dog:

To: STEEL HOUSE INC. operating as Steel House Doggy Daycare (hereinafter referred to as “the Operator”), Charles Scott Holdings Inc., and any of their respective partners, related corporations, parent companies, affiliates and subsidiaries, as applicable, and each of their respective directors, officers, shareholders, employees, contractors, agents, volunteers, sponsors, independent contractors, sub-contractors, and representatives (hereinafter referred to as the “Releasees”)

DEFINITION

IN this agreement the term “Doggy Daycare Activities” shall include all activities in any way related to having your dog attend and participate in a dog daycare and all other activities offered including but not limited to:

Registration, drop off, play, boarding, training, exercise, orientation, instruction, or travel which may occur individually or more likely in groups with other dogs, the participants of which may change frequently (hereinafter referred to as Doggy Daycare Activities).

ACKNOWLEDGEMENT – DOGGY DAYCARE SAFETY

I acknowledge that I have been advised that my dog participating in Doggy Daycare Activities can trigger or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek veterinary advice if I know or suspect that my dog may be unsuited for Doggy Daycare Activities.

ASSUMPTION OF RISK

I am aware that Doggy Daycare Activities involve many inherent as well as secondary risks, dangers, and hazards, both known and unknown, including but not limited to: Encounters with other animals; aggressive play; running and jumping; biting or fights with or from other dogs; running away from the facility including into traffic areas; illness, over-exertion, hyperactivity, dehydration or overheating; weight loss; entrapment by trees, rocks or equipment; equipment failure; variation in weather conditions; slippery surfaces and ice; and death; liability to other persons for injury caused to their dog, property or themselves due to actions of my dog. **THE OPERATOR AND THE RELEASESES SHALL BE FREE OF ANY LIABILITY FOR ANY ACT OF NEGLIGENCE INCLUDING THE FAILURE TO SAFEGUARD OR PROTECT MY DOG FROM THE RISKS, DANGERS, AND HAZARDS OF THE DOGGY DAYCARE ACTIVITIES.** I am aware that the risks, dangers, and hazards of Doggy Daycare Activities contribute to the enjoyment, companionship and excitement of having my dog attend doggy daycare. **I FREELY ACCEPT AND FULLY ASSUME ALL**

RISKS, DANGERS AND HAZARDS ASSOCIATED WITH DOGGY DAYCARE ACTIVITIES AND THE POSSIBILITY OF INJURY, DEATH, ILLNESS AND ANY LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **OPERATOR** and **RELEASEES** agreeing to allow my dog to participate in the Doggy Daycare Activities and permitting the use of their equipment, structures, parking and facilities (herein after referred to as the “Doggy Daycare Facilities”), and for all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to the following:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Releasees, **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, or injury, including death that I, my dog, my next of kin, my heirs, executors, administrators, assigns or representatives may suffer as a result of my dog’s participation in Doggy Daycare Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: NEGLIGENCE, IMPRUDENCE, LACK OF SKILL OR ERROR OF JUDGEMENT BY ANY OF THE RELEASEES, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS’ LIABILITY ACT R.S.A. c. O-3, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO PROTECT ME OR MY DOG FROM THE RISKS, DANGERS AND HAZARDS OF THE DOGGY DAYCARE ACTIVITIES REFERRED TO ABOVE.**

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2. **TO SAVE AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, personal injury to myself, injury to my dog, injury to a third party, or injury to another dog from my dog’s participation in Doggy Daycare Activities;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death;
4. That this Agreement shall be governed by and interpreted in accordance with the Laws of the Province of Alberta;
5. That any litigation involving the parties to this Agreement shall be brought within the Province of Alberta;
6. That if legal action is commenced against the Releasees due to my dog’s participation in the Doggy Daycare Activities, I shall indemnify the Releasees for any and all costs incurred including legal costs on a Solicitor and his own client full indemnity basis.
7. **PHOTO RELEASE** – That any photographs or other recordings taken by Steel House Doggy Daycare may, without any requirement of payment or further consent by me, be used by the Operators for any purpose including promotional or advertising purposes;

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Doggy Daycare Activities other than what is set out in this Agreement.

I CONFIRM THAT I HAVE READ THIS AGREEMENT PRIOR TO SIGNING AND UNDERSTAND IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, REPRESENTATIVES AND/OR SUBSEQUENT OWNERS OF MY DOG MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20____.

Signature of Owner of Dog:

Witness

Print Name Clearly

Print Name Clearly