

## Uptown Fluff Grooming and Consent Form

Pet Name \_\_\_\_\_ Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Weight \_\_\_\_\_ Lbs.

Species:  Canine  Feline Other: \_\_\_\_\_

Breed \_\_\_\_\_ Sex : Male Female Color \_\_\_\_\_

Is your Pet (please circle one) Spayed Neutered No, my Pet is not spayed/neutered

Vet. Hosp / Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

VACCINATIONS: Guardian/Owner is required to provide veterinary proof of current and updated Rabies, Distemper, and Bordetella.

### OWNER/EMERGENCY CONTACT INFO:

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone ( \_\_\_\_\_ ) \_\_\_\_\_ Secondary# ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ Phone # \_\_\_\_\_

### **Grooming**

Any special needs or health problems?  YES  NO If yes, please describe below:

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Is your Pet currently on any medications?  YES  NO If yes, please describe,

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Grooming Instructions:

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Is it ok to shave big mats that are painful to brush out?  YES  NO

Is it ok to go shorter all over due to matting?  YES  NO

Are treats ok to give?  YES  NO

I, the undersigned, hereby acknowledge and agree that all the information provided in this Grooming/Daycare Application is complete and accurate to the best of my knowledge. I further acknowledge and agree I have read, understand and agree to all terms and conditions contained in the Grooming Policies, Procedures, and Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement (the "Agreement"), as they may be amended from time to time, which are attached and fully incorporated in to this application by reference. I hereby execute the Agreement for my pet, myself and my heirs, successors, representative and assigns. I further attest that if I am not the sole owner or representative of the dog subject to this application that my signature is sufficient to enter into this Agreement for and on behalf of any other owner or representative.

WARNING, PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE UPTOWN FLUFF SALON AND DAYCARE LLC. AND RELATED PARTIES.DO NOT SIGN

THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY.SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT. GROOMING POLICIES, PROCEDURES AND PETS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.

In consideration for my pet being permitted to be a client at Uptown Fluff Salon and Daycare LLC. I make the following representations and Agree to all of the following policies, procedures, terms and conditions:

1. CONSENT. I entrust my pet to Uptown Fluff Salon and Daycare LLC. For the purpose of grooming my pet/Daycare of my pet. I understand and am aware that all due care will be taken with my pet, for the safety of the pet and the groomer. I am aware that my pet will be noosed on the grooming table, and in the tube, for overall pet safety. Neglect of my pet's coat can be a cause for problems after grooming such as clipper/brush irritation. If my pet is wiggly or doesn't remain still during grooming, accidents can happen such as nicks/scrapes from clippers or scissors.

2. MATTED COAT. I am aware that if my pet's coat is matted, I have the following three (3) options: a. I can brush the coat out and return at a later time for grooming. b. Uptown Fluff Salon and Daycare LLC will de---mat my pet for \$10--\$35 in addition to the regular grooming fee if it does not overly stress pet out. I understand that time and costs associated with de---matting are unpredictable and subject to the particular condition of the pet. c. Request a shave down and start over. Additional fees may apply.

3. PERSONAL PROPERTY. I agree that Uptown Fluff shall not be responsible or liable for any lost, stolen, or damaged personal property belonging either to my Pet or me. I also understand and agree that my Pet's collar may be removed in the grooming area to prevent injury to any Pet's.

4. RIGHT TO REFUSE SERVICE. Uptown Fluff has the right to refuse service for any reason it deems. In the event of a Pet that cannot be groomed safely without danger to the groomer/employees/ or others, Uptown Fluff will use a noose, muzzles, e-collars, slings, straps, etc. Grooming services may be stopped mid---groom if necessary for the safety of the Pet or groomer. Grooming fees may still be applied

5. ABANDONED PETS. Uptown Fluff is a place where all PETS are loved and can exercise and play. No pet may be abandoned at Uptown Fluff. I agree that I will not neglect to pick up my Pet from Grooming/Daycare by the time he/she is scheduled to leave without providing notification. Any pet that is left at Uptown Fluff without any contact, instruction or notification time from me, of the ability,

willingness or plans to pick him/her up by myself or my personal representative or agent, will be considered abandoned upon the third day of such notification failure. I understand that if I abandon my Pet at Uptown Fluff, Uptown Fluff will, by default, become the legal owner and guardian of the Dog. Uptown Fluff will, in its sole discretion, determine whether to try to rehome and adopt the pet from the Uptown Fluff Salon and Daycare LLC location at which he/she was abandoned or will relinquish the Pet to an unrelated shelter of its choice. I FULLY UNDERSTAND AND AGREE THAT IF I ABANDON MY PET AT UPTOWN FLUFF I MAY BE UNABLE TO RETRIEVE POSSESSION OF MY PET AND WILL HAVE NO RECOURSE AGAINST UPTOWN FLUFF AS PROVIDED FOR BELOW.

6. PET PHOTOS AND VIDEO RELEASE. I Agree to allow any Uptown Fluff location, its owners, employees, officers, directors and agents to use my Pet's name and any images or likeness of my pet taken while he/she is a Grooming/Daycare, in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional Materials. I agree that this provision shall be binding on me and all of my successors, heirs, legal representatives and assigns.

7. DUTY TO DISCLOSE. I have disclosed and will continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my Dog's ability to participate in play time or otherwise attend Uptown Fluff.

8. ACCEPTANCE AND ACKNOWLEDGEMENT OF DAYCARE PARTICIPATION RISK. I FULLY UNDERSTAND THAT; (a) THERE ARE INHERENT AND POTENTIAL RISK INVOLVED WITH INTERACTIONS BETWEEN HUMANS AND DOGS, AS WELL AS BETWEEN DOGS AND OTHER DOGS, WHICH MAY RESULT IN PROPERTY DAMAGE OR BODILY INJURY, INCLUDING BUT NOT LIMITED TO, PERMANENT DISABILITY, SICKNESS OR DEATH TO HUMAN OR DOG; AND (b) THERE MAY BE OTHER RISKS NOT KNOWN TO ME NOR READILY FORESEEABLE AT THIS TIME (COLLECTIVELY, "RISK"). I FULLY ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR ALL RISKS, INCLUDING, WITHOUT LIMITATION, ALL LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF MY DOG'S PARTICIPATION IN DAYCARE, INCLUDING ANY VETERINARIAN EXPENSES INCURRED ON BEHALF OF MY DOG. SICKNESS SHALL BE DEFINED TO INCLUDE ANY ILLNESS INCLUDING BUT NOT LIMITED TO BORDETELLA (KENNEL COUGH) OR ANY OTHER FORM OF CONTAGIOUS ILLNESS.

9. VETERINARIAN LIABILITY AND CARE. I agree to allow Uptown Fluff to obtain medical treatment for my pet, if, in its sole discretion it appears that, he/she is ill, injured or exhibits any other behavior that would reasonably suggest that my pet may need medical treatment. If my pet should die on Uptown Fluff premise the death will be taken to university hills animal hospital and await there until further arrangements can be made. I AGREE THAT I AM FULLY RESPONSIBLE FOR THE COST OF ANY SUCH MEDICAL TREATMENT, AND FOR THE COST OF ANY TRANSPORTATION FOR THE PURPOSES OF SUCH TREATMENT, PROVIDED TO MY PET.

10. WAIVER, RELEASE AND INDEMNIFICATION. I HEREBY AGREE TO EXPRESSLY AND FOREVER GENERALLY WAIVE, DISCHARGE CLAIMS, INDEMNIFY, RELEASE FROM LIABILITY, SAVE, HOLD HARMLESS, AND DEFEND UPTOWN FLUFF, THEIR INVITEES, SPONSORS, ADVERTISERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, REPRESENTATIVES, LEASORS, AND ALL OTHERS HAVING INTEREST IN UPTOWN FLUFF (THE "RELEASEES") FROM AND AGAINST ANY AND ALL INJURY, LIABILITY, CLAIMS, LITIGATION, ACTIONS, SUITS, COSTS, LOSSES, DAMAGES, ATTORNEY'S FEES, EXPENSES OR DEMANDS OF EVERY CHARACTER WHATSOEVER ON THE ACCOUNT OF, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO (I) ANY ACT OR OMISSION OF THE RELEASEES,

INCLUDING NEGLIGENCE, AND (II) MY OR MY PET'S PARTICIPATION IN DAYCARE, OR OTHERWISE. I AGREE THAT THIS RELEASE SHALL BE BINDING ON ME AND MY SUCCESSORS, HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS. I ALSO EXPRESSLY AND FOREVER RELEASE UPTOWN FLUFF FROM ANY DUTY TO PROTECT ME OR MY PET(S) FROM INJURY OF ANY KIND, AND AGREE THAT EVEN IF UPTOWN FLUFF CHOOSES TO IMPLEMENT SAFETY PRECAUTIONS, SUCH ACTIONS SHALL NOT ALTER THE FACT THAT I HAVE RELEASED UPTOWN FLUFF FROM ANY DUTY TO PROTECT ME OR MY PET(S). I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS "GROOMING POLICIES, PROCEDURES AND PET RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" (THE "AGREEMENT") AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY PET(S).

Owner's Signature \_\_\_\_\_

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

Date \_\_\_\_\_