AGREEMENT AND WAIVER OF LIABILITY ("Agreement")

I,_____, wish to place my dog for daycare purposes with Lora Saltis dba BUTTON MEADOW DOG CAMP, thereafter BUTTON MEADOW located at 120 Northwest Road, Westhampton, Massachusetts. This Agreement shall be in force from the date signed and for all visits thereafter.

The terms of the Agreement are as follows:

1. I will pay to BUTTON MEADOW the sum of $_____ per dog for the purposes of dog daycare, And, the sum of $_____per dog for the purpose of overnight boarding for my dog(s) who are listed herein: a. _____ b._____

2. I understand that said rate may change at any time. Payments are due in advance on the first day of daycare each week unless a different arrangement is made with BUTTON MEADOW. If at any time your payments are not up to date, BUTTON MEADOW has the right to refuse to continue to provide services to you and your dog(s).

3. Services provided include:
   a. Picking up dogs at or around _____ at the following address_____;
   b. Delivering dogs to the above address at or around _____;
   c. Attending to dogs in the yard, playing with them consistently;
   d. Feeding the dogs midday meals if provided;
   e. Medicating the dogs if needed and on a prescribed regiment, medication and instructions to be provided by owner; and
   f. Walking with leash or off leash, when possible.

4. I hereby certify that my dog(s) is/are in good health and has/have not been ill with any communicable diseases in the last thirty (30) days; has/have had recent tests and is/are free of parasites in the stool. I will fecal test twice a year due in May and in October. I herby certify my dog(s) does/do not have heartworms; and that my dog(s) has/have current vaccinations for rabies, distemper, parvovirus, parainfluenza, hepatitis (adenovirus), bordetella and is/are treated with year-round tick/flea and heartworm preventative. I also certify my dog has been spayed or neutered. I further certify that my dog(s) has/have not harmed or shown aggressive or threatening behavior towards any person or any other dog. I agree to provide evidence of all up to date vaccinations and medications.

5. I understand that BUTTON MEADOW is an open play environment and because dogs' pack instincts can at times be unpredictable, there are inherent risks, which even when closely monitored, may result in the following: transfer of communicable illness such as, but not limited to, bordetella virus ("kennel cough"); and injuries such as, but not limited to, broken nails, sore pads, abrasions, lacerations, punctures and/or cuts etc. BUTTON MEADOW and their staff shall not be liable for any injury or damage to any person or persons, animals, or to any property, however caused, which result from the behavior, care and transport of my dog while attending BUTTON MEADOW.

6. I take full responsibility for any injuries that my dog may suffer while at dog daycare and specifically release BUTTON MEADOW, its agents, employees and principals from any and all liability related in any way to any injury or damage suffered by my dog; however caused, which results from the behavior, care and/or transport of my dog while under the care of BUTTON MEADOW. I specifically release BUTTON MEADOW, its agents, employees and principals., from any and all liability for any injuries or damages, caused to any person (s), (including myself), other dogs, and/or to any property, however,caused, which results from the behavior, care and/transport of my dog while under the care of BUTTON MEADOW.

7. BUTTON MEADOW reserves the right to restrain your dog when necessary for safety reasons. Restraints can include leashes, muzzles, crates and separate yard pens and spaces.

8. BUTTON MEADOW reserves the right to administer aid and/or use any available veterinarian for my dog should the need arise, whether or not BUTTON MEADOW can reach my emergency contact or me. I understand that common over the counter medicine such as, but not limited to, antiseptic creams (Neosporin), allergy medications (Benadryl), diarrhea/stomach upset medications (Pepcid A/C), and anti-inflammatory medication (Aspirin) may be given to my dog as needed unless otherwise instructed by me in writing. I certify that I have disclosed in writing my dog's medical history, including bad reactions to medications and allergies. I assume full financial responsibility for any and all veterinary expenses incurred, in addition to other fees incurred for services provided at or by BUTTON MEADOW.

9. I understand that BUTTON MEADOW will discard any and all keys, fobs, access cards, etc. of inactive clients. A client will be considered inactive once two (2) years have elapsed from the last daycare or boarding visit.

10. BUTTON MEADOW reserves the right to refuse services or admittance to any dog at any time.

11. I am solely responsible for any harm and/or damage caused by my dog to persons, property or other pets, while my dog is attending BUTTON MEADOW. Costs for repairs to property will be my sole responsibility.

a. I agree that I have given full disclosure of any history of aggressive behavior by my dog, and understand that failure to do so will result in my dismissal from BUTTON MEADOW and no refund shall be given;

b. My dog's behavior now and in the future is solely my responsibility. Should any behavior on the dog's part now or in the future result in damage to the property, other dogs, owners, BUTTON MEADOW staff, or persons of a third party, I agree to assume full liability for any and all such damage, and to absolve BUTTON MEADOW from any and all obligations to pay such damage;

c. I agree to accept BUTTON MEADOW'S judgment and ruling should my dog be identified as an aggressor in a biting incident, fight or attack.

12. I specifically release BUTTON MEADOW from liability from damages for any injuries which I might suffer as a result of any actions undertaken by my dog or any other dog on the premises and specifically agree not to make any claim or to sue BUTTON MEADOW, its agents, employees or

principals for any such injuries which might occur to me or to my dog while under the care of BUTTON MEADOW. I further agree that BUTTON MEADOW shall not be liable for any costs, attorney's fees or expenses incurred in connection with any claim, action or proceedings occurring as a result of my dog's participation at BUTTON MEADOW.

13. I also specifically agree to indemnify and hold harmless, BUTTON MEADOW with regard to any claim against BUTTON MEADOW by anyone caused by my dog's behavior or actions. I understand and agree that any costs incurred by BUTTON MEADOW as a result of damage to BUTTON MEADOW's property caused by my dog's behavior is my sole responsibility.

14. I agree that my dog(s) may be photographed, videoed, and/or recorded. BUTTON MEADOW shall retain the exclusive rights to the results and all proceeds of such tapings, photographs, and recordings with the rights throughout the world, an unlimited number of times in perpetuity, to copyright, to use and to license to others in any manner.

15. Dogs boarding overnight are together in an open environment. There are benches, couches, and beds for the dogs to select as their own sleeping places. Crates are available for young dogs or for dogs used to sleeping in crates at home. Most dogs are never crated but any dog may be crated. If I request it, my dog(s) will always be crated at times when a human is not present.

16. BUTTON MEADOW offers overnight care to active dog daycare clients. Any dog that attends daycare at least twice a month is considered active and can board overnight. Some exceptions may be made for frequent boarders and clients who live outside of the BUTTON MEADOW daycare van's service area.

17. Overnight Boarding Dogs: I understand that the boarding hours of operation are 8am to 8pm. I agree to arrange drop off and pick up times, to call in advance of arrival and to arrive at the scheduled times or call to re-schedule. Dogs not picked up by 12:00 p.m. (noon) the following day will be subject to an additional daycare charge. Dogs not picked up by 8 p.m. the following day will be subject to an additional overnight boarding charge.

18. Overnight Boarding Dogs: Should my pre-approved agent or I fail to contact BUTTON MEADOW within 48 hours of the arranged pick up time; my dog(s) may be considered abandoned. I shall pay any expenses incurred for the transport, overnight care, and/or placement or adoption of my dog(s) in addition to other fees incurred for services provided by, at, or through BUTTON MEADOW. I hereby understand I am responsible for any and all unpaid charges resulting from services provided by, at, or through BUTTON MEADOW.

19. Dog Pick up and Drop off: I understand that my dog must be in a safe indoor space in order for BUTTON MEADOW to pick up or drop off my dog. If I will not be home when the BUTTON MEADOW van arrives for said pick up or drop off, I will arrange for BUTTON MEADOW to have4 access to the indoor space. I further understand that BUTTON MEADOW will not leave my dog in a yard, screened in porch or any other space that BUTTON MEADOW in their sole discretion deems unsafe. If BUTTON MEADOW is unable to access the space to drop my dog off or the space to drop my dog off is deemed unsafe, I understand additional charges will apply.

20. This Agreement is made under and shall be governed by and construed in accordance with the Commonwealth of Massachusetts.

21. This Agreement sets forth the entire Agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by all parties hereunder.

22. To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted hereunder. However, the remainder of such provision and of this agreement shall be unaffected and shall continue in full force and effect.

23. If any provision of this Agreement shall be declared void or unenforceable by any Judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

24. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures in Massachusetts or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

I have read the above Agreement in its entirety and have also been provided with a copy of the rules a copy of which has been provided to me today and I understand the Agreement and rules in their entirety and agree with same.

Owner(s)_____ Date:_____

Printed Name (s): _____