



# Outback Trails And Tails

**\*\*This Agreement must be signed and returned before any services are rendered.**

This Agreement is made on

Month \_\_\_\_ Day \_\_\_\_ 20\_\_\_\_, by and between:

Pet Owner(s): \_\_\_\_\_

Dog(s) Name(s): \_\_\_\_\_

Services Requested:

Trail Walks

Basic Training

Service Type:  Hourly  Half Day  Full Day

Drop-Off Location: 4651 Burgundy Lane, Boulder, Colorado 80301

## ASSUMPTION OF RISK, RELEASE & INDEMNIFICATION

Owner Initials: \_\_\_\_\_

- 1) Owner understands dogs are unpredictable and may bite, fight, escape, become ill, cause injury, property damage, or death despite reasonable care.
- 2) Owner voluntarily assumes all risks associated with services.

To the fullest extent permitted by Colorado law, Owner releases and waives all claims against Darcy Kiefel and Outback Trails and Tails ("Released Party") arising from or related to injury, illness, escape, loss, or death of Owner's dog; injury to persons or animals; property damage; or incidents occurring at or on all premises. This includes Owner's home, public areas, trails, vehicles, or third-party locations.

3) Owner accepts full responsibility for injury or damage caused by their dog(s), themselves, any person(s) in their care, or anyone handling their dog with permission.

4) Owner agrees to indemnify, defend, and hold harmless the Outback Trails and Tails Released Party from all third-party claims, damages, losses, fines, and expenses (including attorneys' fees) arising from: (1) their dog's actions; (2) breach of this Agreement; or (3) injury or damage caused by Owner or their dog. 5) This duty applies even if negligence is alleged and survives termination, except for gross negligence or willful misconduct.

## EMERGENCY & VETERINARY AUTHORIZATION Owner Initials: \_\_\_\_\_

1) Owner authorizes Outback Trails and Tails to obtain veterinary care deemed reasonably necessary if Owner cannot be reached and agrees to reimburse all related expenses. Emergency veterinary authorization includes:

\*Financial obligation

\*Medical decision authority

\*Liability exposure

## HEALTH REPRESENTATIONS Owner Initials \_\_\_\_\_

Owner represents the dog(s) is current on vaccinations, free from contagious illness, and has no undisclosed aggressive history. Vaccination records will be provided.

## TERMINATION Owner Initials \_\_\_\_\_

If dog presents a safety risk Outback Trails and Tails may refuse or terminate services at any time if a dog

## LIMITATION OF DAMAGES Owner Initials \_\_\_\_\_

Owner agrees that, to the fullest extent permitted by law, the total liability of Outback Trails and Tails for any claim arising from services shall not exceed the total amount paid by Owner for the specific services giving rise to the claim.

## GOVERNING LAW, VENUE & DISPUTE RESOLUTION

Owner Initials \_\_\_\_\_

Colorado law governs this Agreement. Any dispute shall be brought exclusively in Boulder County, Colorado. The Parties agree to attempt mediation in Boulder County before filing suit. Owner knowingly waives the right to a jury trial.

## GENERAL PROVISIONS Owner Initials \_\_\_\_\_

Outback Trails and Tails is an independent business entity. If any provision is unenforceable, the remainder remains in effect. This Agreement is the entire agreement and may only be modified in writing signed by both parties.

Addendums are incorporated by reference.

## PAYMENT & CANCELLATION Owner Initials \_\_\_\_\_

Payment accepted via Venmo, Zelle, or cash.

**\*\*\*24-hour notice required for cancellations; late cancellations and/or**

**no-show charged 100% of the scheduled fee.**

**CONFIRMING Review of All Sections and/or Addendum Owner Initials \_\_\_\_\_**

I HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT.

Owner Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

Darcy Kiefel (Outback Trails and Tails) \_\_\_\_\_ Date \_\_\_\_\_