

General Liability Waiver: Release & Consent to Groom

Thank you for hiring KD CHIC, LLC. We love what we do! Our mission is committed to pets' happiness, health, and well-being. And also, how they look! That's why we have policies and procedures to assist with caring for your pets. We look forward to having them with us. We want to assure you that we will make every effort to make your pet's grooming appointment as pleasant as possible.

Date:

Owner/Parent Name: *First name/ Last Name*

Email Address

Phone Number

Home Address

Veterinarian

Veterinarian Phone Number

Other's authorized for pickup or others (optional): First Name, Last Name

Pet's Name, Age, Sex and Breed

Medications (if any):

Allergies (if any):

Any other pertinent information:

1. DESCRIPTION OF SERVICES

The Owner/pet's parent, named on this agreement, desires to purchase pet grooming services, (the "Services") provided by KD CHIC, LLC, an Oregon limited liability company (the "Company" or "we" or "us"). The Owner verifies that their pet is up to date on all vaccinations, and that their pet is healthy to the owner's knowledge. As lawful consideration for being permitted by the Company to participate in the Services, you agree to the terms and conditions set forth in this release ("Release"). In addition, you agree to abide by all policies and procedures established by the Company in relation to the Services.

2. PAYMENT OF SERVICES

OPTION A: Payment is due at the moment of providing the service.

OPTION B:

20% when reserving time on our schedule

80% due at completion of service

All payments are non-refundable. Payment is seen as a retainer of our time. If the contract is canceled before the appointment or the work is finished, Company will not refund the Owner for any payment already made. The payment is seen as a retainer for our time, which will have been set aside and won't be available for other work.

It is considered **late payment** after 10 days from the date of the invoice. Should the owner not pay the remaining total owed at the time of completion or fail to pay within 10 days, Company has the right to pursue legal action against the Owner.

Cancellation Policy: The owner must notify the Company of Service cancellation at least **48 hours** before the scheduled visit. If not, the owner will automatically be billed **100%** of the cost of the service.

3. OWNER/PET PARENT OBLIGATIONS

The Company trusts that the Owner shall:

- i. Be solely responsible for disclosing to the Company the existence of all pets in the home and any pet allergies, illnesses, health conditions, habits or behaviors (e.g. aggressiveness, biting, escaping and favorite hiding places) that could potentially impact the Company's provision of the Services or the safety of any personnel;
- ii. Make timely payments of amounts earned by the Company under this Release;
- iii. Provide a method of entry to the owner's home as well as sufficient instructions;
- iv. "Pet-proof" the owner's residence, both inside and out, including securing doors, fences, gates, latches and openings which could potentially result in escape. Company is not responsible for injury, disappearance, death, or fines of the pet(s) resulting from the negligence of the owner to perform these precautions;
- v. Be responsible for furnishing all necessary items for the requested pet care, including, but not limited to, an adequate food and water supply, medications, crate/bedding, cat litter, cat litter scoop, leashes, well-fitting collars, waste removal bags, and appropriate equipment for safe handling. If necessary, the owner hereby authorizes the Company to restock such supplies. In the event of a restock errand, owner agrees to reimburse Company the actual cost of the supplies as reflected in the receipts for purchase plus a \$15.00 service charge;
- vi. Provide any relevant information to help the Company in performing the Services;
- vii. Satisfy the Company's reasonable requests for assistance in performance of the Services
- viii. Not knowingly misrepresented the breed of your pet;
- ix. Pay the bill in full, including any veterinary bills that the Company incurs in good faith on behalf of your pet; and
- x. Declare if the pet has been exposed to rabies, distemper, canine influenza, Bordetella, parvovirus, or another contagious disease within 30 days before beginning the Service.

4. HEALTH, MEDICAL PROBLEMS & SENIOR PETS

The Services can sometimes be stressful, especially for a senior or ill pet. The Services can also expose hidden medical problems or aggravate a current one during or after the groom. Because these pets have a greater chance of injury, they will be groomed for cleanliness and comfort. In the best interest of your pets this Release will give the Company permission to obtain immediate medical treatment for your pet should it be deemed necessary by the Company. We will make reasonable attempts to contact you prior to seeking such medical treatment. It is agreed that all expenses for medical care will be covered by the pet's owner.

You authorize the Company to obtain necessary medical treatment for your pet in the event of such injury or illness and you release and hold harmless the Company subsidiaries, officers,

directors, managers, employees, agents, affiliates, shareholders, members, successors, and assigns, including any and all subsidiaries, affiliations, or other entities controlled directly or indirectly by Company in your pet's treatment. You further agree that you are solely responsible for any and all necessary medical treatment and bills in the event of any illness or injury during the Services.

Occasionally, grooming can aggravate a current, or expose a pre-existing medical condition. Such medical conditions could arise during or after the grooming procedure. In the event of this situation, Owner shall not hold the Company liable. The owner shall not hold the Company liable for any skin irritations that may result from grooming procedures or any stressful effects that grooming may have on young, geriatric, timid, or temperamental pets.

5. AGGRESSIVE OR DANGEROUS PETS

Owners MUST inform the Company if your pet has bitten, or is aggressive to people, other pets or specific grooming procedures. Muzzles may be used if necessary for grooming services. Muzzling will not harm your pet, and protects both the pet and the groomer. The Company reserves the right to refuse/stop Services for pets at any time before or during the Services if it is determined in the Company's sole discretion that the pet(s) pose a danger to the health and safety of itself, other pets or other people. The Company reserves the right to charge a handling fee for aggressive pets in addition to the regular grooming charge. If the pet should bite, the owner agrees to be responsible for any and all related medical bills, recovery costs, loss of income and equipment damage. The owner authorizes Company to use all means reasonably necessary, in Company's sole discretion, to keep the owner's pet(s) safe and healthy while providing the Services.

Minor injuries such as nicks from clippers, scissors, or toenail trimmers may result if your pet does not respond to the groomer and remain still during the grooming or toenail trimming procedures.

6. MATT REMOVAL

Pets with matted coats need extra attention during the Services. Mats can be very difficult to remove, and may require the pet to be shaved. When necessary, removing a heavily matted coat includes risks of nicks, cuts or abrasions. Heavy matting can also trap moisture and urine near the pet's skin allowing mold, fungus or bacteria to grow, causing skin irritations that existed prior to the provision of Services. After effects of mat removal procedures can include itchiness, skin redness, self-inflicted irritations or abrasions and failure of the hair to re-grow. Shaved pets are also prone to sunburn and should be kept out of the sun until the hair grows sufficiently to protect the skin. In some cases, pets may also exhibit brief behavioral changes. There is an extra charge for any necessary de-matting.

7. SHAVING

Owner understands that the Company does NOT recommend shave downs except when medically necessary, at the owner's request, or when the pet is so severely matted that, in our professional opinion, the matts cannot be combed or brushed out without causing the pet unnecessary discomfort and distress. Shaved pets are also prone to sunburn and windburn, and special precautions should be taken, like having sunscreen applied daily or keeping the sun out until the hair grows sufficiently to protect the skin. Shaving the hair of double-coated breeds

could result in clipper alopecia, hair not growing back, and/or a change of coat texture. The Company is committed to taking every precaution to keep your pet safe while in our care.

8. PARASITES

If you suspect your pet(s) has fleas or ticks, prompt and thorough action on your pet(s) is needed. A flea infestation can lead to tapeworms and other health problems. If fleas are found during grooming, you will be charged an additional fee to properly treat your pet(s) with a natural product to kill the parasites. Please Note: The Company will not use pesticide dips or sprays on your pet(s). If ticks are found, we strongly suggest you ask a veterinarian to remove them and have your pet tested for Lyme Disease. Parasites are a health hazard to your pet(s) and humans.

9. RELEASE OF CLAIMS & INDEMNIFICATION

THERE IS ALWAYS THE POSSIBILITY THAT AN ACCIDENT COULD OCCUR. THE EQUIPMENT USED IN PROVIDING THE SERVICES IS SHARP, EVEN THOUGH WE USE EXTREME CAUTION AND CARE IN ALL SITUATIONS, POSSIBLE INJURIES COULD OCCUR INCLUDING CUTS, NICKS, SCRATCHES, QUICKING OF NAILS, ETC.

YOU, THE OWNER, HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS WHICH YOU MAY HAVE, OR WHICH YOU MAY HEREAFTER HAVE, WHETHER KNOWN OR UNKNOWN, AGAINST THE COMPANY, AND ITS SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE SERVICES OFFERED BY THE COMPANY WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASES OR OTHERWISE. YOU COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, INTENTIONAL OR RECKLESS MISCONDUCT, OR ANY OTHER LIABILITIES THAT OREGON LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE SERVICES, INCLUDING ANY CLAIMS ARISING OUT OF YOUR OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF THE COMPANY.

10. RESULTS AND LIMITED WARRANTY

We always try to do the best we can in relation to grooming, but our main objective is the well-being of the pets, even if it is to the detriment of aesthetics. We do not offer refunds for grooming Services. If, after the groom is complete, there is anything about the groom that you would like altered, please advise the groomer before they leave the premises. We are never offended by timely requests to make minor changes, so please ask. Within a 24-hour window

from the completion of an appointment, if the Services have not met your satisfaction, please contact the Company about scheduling a “re-groom” appointment. If we believe our groomer adequately followed the original instructions given, there may be additional fees for a “re-groom” appointment. After 24 hours of completion of an appointment, if you wish to have the Company re-groom your pet, there will be additional fees.

THE LIMITED WARRANTY ABOVE AND RELATED REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, WHETHER ORAL, WRITTEN OR IN ANY OTHER FORM. The Company is not liable for special, indirect, incidental or consequential damages, including loss, damage, personal injury, or any other expense directly or indirectly arising from the Services provided including property damage related to flooding or damaging floors. In all cases, the maximum liability of the Company for any and all damage is limited to the re-grooming option offered above and the Company will not be liable for any damages in excess of this maximum liability.

11. CONSENT TO USE PHOTOS

Owner hereby grants the Company, without limitation, the right to use your pet’s name and likeness in connection with the Services for any publicity without further compensation or permission.

12. MISCELLANEOUS

- a) You understand that by signing this Release, you are waiving any and all claims, of any kind arising out of or attributable to your participation in the Services, including those claims that may be unknown to you, or which you do not suspect to exist at this time.
- b) This Release constitutes the sole and entire agreement of the Company and you with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- c) If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or un-enforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.
- d) This Release is binding on and shall inure to the benefit of the Company and you and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Portland, Oregon, and I hereby consent to the exclusive jurisdiction of such courts.

I have read and agreed to the policies of @ KD CHIC. I agree that I am the legal owner of the dog(s) listed above. I authorize my veterinarian to release any necessary information regarding my dog's health to KD CHIC, LLC. I also authorize KD CHIC, LLC, to communicate with me via email and text regarding current and future grooming services and products or anything that may arise connected to the service.

By signing below, I acknowledge all of the statements above and understand and agree to release Company, its groomers, owners, and affiliates from any and all liabilities, expenses, and costs (including veterinary and legal fees) resulting from any service provided; or unintentional injury to my pet while under their care or afterward. I formerly grant the Company permission to groom my pet(s).

Signature: _____

Printed Name: _____

Owner

Date: _____