

**CLYDE'S LLC REGISTRATION AND RELEASE AGREEMENT
FOR INTERACTIVE BOARDING OR DAY PLAY**

Please Complete Each Page

NOTE THIS IS A RELEASE FORM

Your Name: _____

Address: _____

(CITY) _____ (STATE) _____ (ZIP) _____

Cell # (_____) Work # (_____) Home # (_____)

Date: _____

“My Dog(s)”

Dog's Name : _____

Age _____ Breed: _____

Dog's Name : _____

Age _____ Breed: _____

Dog's Name : _____

Age _____ Breed: _____

Dog's Name : _____

Age _____ Breed: _____

1. I, _____, hereby certify that (a) I am over eighteen (18) years of age; (b) I am the owner or guardian of my dog identified on Page 1 of this Registration and Release Agreement (the “Agreement”), _____ hereafter referred to as My Dog(s) (“My Dog(s)”), (c) I have the authority to sign this Agreement with Clyde’s LLC (“Clyde’s Camp”); (d) I have read and understand the terms and conditions of the Agreement, including but not limited to the terms that release Clyde’s Camp from liability and limit its liability, and hereby agree to them; (e) I have read the Clyde’s Camp Camper Application including regarding required vaccinations, and have provided true and correct information regarding My Dogs.

2. I certify that each of My Dog(s) is in good health and has not been ill with any communicable condition within the last thirty (30) days of the date written above. I have completed the Clyde's Camp Camper Application and I have listed all of the current medical conditions of My Dog(s). While My Dog(s) is/are enrolled with Clyde's Camp daycare or boarding, I agree to notify Clyde's Camp as soon as I become aware of any known exposure of My Dog(s) to a communicable disease. If My Dog(s) is/are exposed, I will hold My Dog(s) out of Clyde's Camp until My Dog(s) is/are symptom free for a minimum of ten (10) days or after I provide Clyde's Camp with written veterinary clearance that My Dog(s) may attend Clyde's Camp without any risk that My Dog(s) will infect any other dog that attends Clyde's Camp. I also agree to maintain current vaccinations for My Dog(s) as required by Clyde's Camp policy stated in the Clyde's Camp Camper Application.

3 I understand and agree that if My Dog(s) becomes ill or injured, or if the state of the My Dog(s)'s health otherwise may require professional attention, Clyde's Camp, in its sole discretion, may engage the services of a veterinarian or administer first aid, medication or give other requisite attention to My Dog(s), and the expenses relating thereto shall be paid by me. I authorize Clyde's Camp and any of its staff, contractors or volunteers to act on my behalf in obtaining emergency veterinary care at my expense for My Dog(s). I agree to pay all such expenses at the time I pick up My Dog(s) and to indemnify and hold harmless Clyde's Camp, its owners, staff, volunteers, and other representatives from liability for any such expenses.

4. I understand and agree that reservations at Clyde's Camp are required and that My Dog(s) will not be allowed to attend Clyde's Camp without a reservation. I understand that if I cancel any reservation with less than 5 business days (Monday – Friday) notice prior to the first day of a reservation I will be charged and will pay Clyde's Camp immediately 50% of the entire fee for My Dog(s) for the length of the reservation. I further understand that if I cancel any reservation with less than 3 business days' notice prior to the first day of a reservation, I will be charged and will pay Clyde's Camp immediately the full fee for the length of the reservation. I further understand that for Holiday Periods (defined to mean the 3 days before and after Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Labor Day, 4th July, Easter Sunday and the week of Spring Break, that if I cancel any reservation with less than 10 business days' notice prior to the first day of a reservation, I will be charged and pay immediately to Clyde's Camp the full fee for the length of the reservation. ****Initials: (_____)****

5. I understand and agree that Clyde's Camp will collect payment from me in advance for all reserved boarding and other services when My Dog(s) is/are dropped off. I understand all charges not paid in advance and incurred for boarding and other services for My Dog(s) are immediately due and payable upon my picking up My Dog(s). Clyde's Camp shall have, and is hereby granted, the right to hold My Dog(s) if I am unable to provide full payment for any and all unpaid charges at the time of pick-up until payment in full is made to Clyde's Camp, and I understand and agree I will incur additional charges for boarding and services for My Dog(s) until payment in full for unpaid charges plus additional charges is made.

6. I agree and agree that My Dog(s) may be videoed, photographed and recorded while attending Clyde's Camp. I also understand, consent and agree that any videos, photographs or recordings of My Dog(s), and any copies thereof ("Media"), are the sole property of Clyde's Camp and may be used by Clyde's Camp in any manner that it sees fit, including, without limitation, for promotion, advertising, sale and publicity, all without payment of any royalty, licensing fee, or other compensation to me. I release any and all rights I have or may have in the Media or any copies thereof, and further agree that Clyde's Camp shall be the exclusive owner of any proceeds that may be gained by the use of the Media without any right of compensation to me.

7. I represent and warrant that My Dog(s) has/have not harmed or shown aggressive or threatening behavior toward any person or animal and I understand that, in admitting My Dog(s), Clyde's Camp and its staff have specifically relied on this representation.

8. I understand and agree that Clyde's Camp reserves the right to and may refuse in its sole discretion to allow any dog, including My Dog(s), to attend Clyde's Camp for any reason. I further understand and agree that, if My Dog(s) exhibits aggressive or threatening behavior, or if My Dog(s) exhibits any behavior or appears to have any condition that may pose the risk of harm to Clyde's Camp staff, other persons or other animals, then Clyde's Camp may, in its sole discretion, terminate My Dog(s)'s stay at Clyde's Camp. In such event, I agree to make arrangements to pick up My Dog(s) as quickly as possible.

9. I understand and agree that I am solely responsible for any harm caused by My Dog(s) while My Dog(s) is/are attending Clyde's Camp. Unless caused solely by the gross negligence or willful misconduct of Clyde's Camp, I agree to assume any and all liability for injury to any person or animal or for damage to the Clyde's Camp facility or any other property caused by My Dog(s), and agree to indemnify and hold harmless Clyde's Camp, its owners, staff, volunteers and other representatives from any and all claims, expense, and liabilities related to such injury or damage. ****Initials: (_____)****

10. Despite reasonable efforts to maintain safe and secure conditions, I understand and agree that there is some risk to My Dog(s) while attending Clyde's Camp. . I THEREFORE RECOGNIZE, ACCEPT AND ASSUME THE POTENTIAL RISKS INVOLVED WITH MY DOG(S) IN AN OUTDOOR AND INTERACTIVE BOARDING AND DOG DAYCARE CAMP AND UNDERSTAND THAT INJURIES TO MY DOG MAY RESULT FROM THESE INTERACTIONS AND THE ENVIRONMENT. ****Initials: (_____)****

11. I HEREBY RELEASE CLYDE'S CAMP AND ITS OWNERS, STAFF, VOLUNTEERS AND OTHER REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS OR DEMANDS FOR LOSS OR DAMAGE TO MYSELF OR MY DOG(S), INCLUDING, BUT NOT LIMITED TO, FROM DISEASE, THEFT, FIRE, DEATH, ESCAPE, INJURY OR HARM AS A RESULT OF ITS ATTENDANCE AT CLYDE'S CAMP UNLESS RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CLYDE'S CAMP. ****Initials: (_____)****

12. Without in any way affecting the other provisions of this Agreement releasing or

limiting liability, should Clyde's Camp or its owners, staff, volunteers or other representatives be liable for damages to me (whether for injuries to My Dog(s) or otherwise), the total aggregate liability of Clyde's Camp, its owners, staff, volunteers or other representatives shall in no event exceed the current market value for purchasing a dog of the same age and species as My Dog(s) or the sum of \$500.00, whichever is less.
****Initials: (_____)****

13. I understand that if My Dog(s) is/are not picked up on time or by a date otherwise agreed by Clyde's Camp and me, I hereby authorize Clyde's Camp to take whatever action is deemed necessary for the continuing boarding and care of My Dog(s). I will pay Clyde's Camp the cost of any such continuing boarding and care at the then prevailing standard rates of Clyde's Camp. I understand that if I do not pick up My Dog within a reasonable time, Clyde's Camp will proceed according to the guidelines provided by O.C.G.A. § 4-11-15.1 - Abandonment of Domesticated Animals. I agree I will be fully responsible for all costs and related expenses, including veterinary fees, attorney's fees and other expenses if I abandon My Dog(s) and hereby agree to indemnify and hold harmless Clyde's Camp, its owners, staff, volunteers and other representatives from any and all such costs, fees, or expenses. ****Initials: (_____)****

14. This Agreement contains the entire agreement of the parties. No party relies on any promise, representation, or agreement that is not contained herein in writing. No representative of Clyde's Camp has any authority to amend, vary or waive the terms hereof without the written consent of a Managing Member of Clyde's Camp. Any and all amendments must be in a writing signed by a party or its authorized representative.

15. All terms and conditions of this Agreement shall be binding on the parties, and, was applicable, their successors and assigns, administrators, personal representatives and heirs.

16. Any and all claims or demands arising out of or relating to this Agreement, regardless of the legal theory on which claim is made shall be decided exclusively by litigation in the Georgia Courts located Cherokee County, Georgia, to the exclusion of any other courts or tribunals. Each party hereby consents to the exclusive jurisdiction and venue of said courts and waives, to the maximum extent permitted by law, all defenses of lack of personal jurisdiction, lack of venue, or inconvenience of the forum. In the event of litigation, the prevailing party will be entitled to recover its reasonable attorney's fees, costs, and litigation expenses from the opposite party.

Owner Signature : _____

Printed Name _____ Date _____

Clyde's Camp Representative Signature: _____

Printed Name _____ Date _____