



Your Local Partners for Every Step, Every Generation.

### Release from Liability & Indemnity Agreement re: Recreational Swim

Now come the parties involved in this agreement. Pathways Animal Hospital, PC ("Service Provider"), with business located at 6543-6551 Main Street, Williamsville NY, 14221, and the legal owner of (Pet Name): \_\_\_\_\_ to whom services will be provided ("client"). The services provided by Pathways Animal Hospital. PC will be for the sole purpose of recreational swimming sessions.

The client understands that the client is responsible for, and agrees to providing the service provider with updated medical records including but not limited to underlying medical conditions, current medications, or any other factors which could affect the dog's ability to safely enjoy swim sessions. The client understands that it is ultimately the client's responsibility to determine whether it is appropriate for their canine to partake in recreational swim sessions. The Service Provider will not provide any type of veterinary service at the time of swim sessions, nor will the staff associated with the service provider necessarily be veterinary personnel.

The Client accepts full responsibility for any injury or damage, to person, property or animals arising out of use of the grounds of the Service Provider and further agrees to indemnify Service Provider for money damages and attorney fees; and further waives all personal claims and releases the Service Provider from damage, injury or death sustained by Client, arising out of Client's participation in the activities and services at the Service Provider's facility, or presence on or use of the premises where services are performed; and further waives subrogation claims of insurers.

Injuries to the dog may include, but are not limited to: drowning, infection, seizure, any illness contracted by the dog from going out into the weather after swimming, any damage inflicted by other dogs who might be encountered at the facility; any injury or illness resulting from change in temperature, either from going into or going out of the water, or for any other type of injury, illness, or damage to the dog resulting from anything else while on the property of Service Provider. This Release shall apply whether or not damage arises from the negligence of Service Provider or from any defect on the premises; and also, for any injury to the Client which may occur while the Client and/or the dog are on the premises, from any cause of any kind, including any damage or injury that may arise from the negligence of Service Provider while on the premises of the Service Provider. The Client further agrees that if anyone else brings a claim through, by, or on behalf of the Client, the Client will agree to indemnify Service Provider from any damages, attorneys' fees and cost of defense which may arise as a result of such claim.

The Client further agrees that the Client will assume the defense of any claim brought against Service Provider on, by, or on behalf of any person claiming through, by, or under the Client's estate, or on behalf of the Client's dog. The Client will further indemnify and save and hold Service Provider harmless from any damage claims which may result from services rendered by Service Provider. The Client also further waives subrogation claims by any insurers brought by, through, or on behalf of the Client.

The Client agrees to withhold food from the dog for a minimum of three (3) hours prior to entering the facility of the Service Provider to prevent the dog from having a bowel movement while in the pool and further agrees to pay for any damages caused by the dog to the facility should the dog defecate in the pool during services. The Client agrees to observe and obey all posted rules and warnings, and further agrees to follow all verbal instructions or directions given by employees, representatives or agents of Service Provider.

**I understand that by signing this document, I certify that I have read and understand the above document, and that I voluntarily waive certain legal rights:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_