



Release From Liability & Indemnity Agreement

NOW COME the parties to this Agreement, Mary Beth and Philip Glatz, and SANDDANCER, INC., (“Service Provider”), a business located at 6084 Powers Road, Orchard Park NY, 14127 and (the “Client”) the legal owner of _____ to whom services are going to be provided. The services by SandDancer Canine Swim and Mary Beth and Philip Glatz will be for the purpose of canine warm water and swimming exercise.

The Client understands that canine water therapy consists of activities dependent on the condition and age of the dog, the goals of the owner, the nature and health, both mentally and physically of the dog. The services that are going to be provided to the Client are swimming, working of muscles, training, exercising; and relaxation techniques which are designed and intended to help and assist dogs with conditioning, strengthening, retraining and relaxing muscles. These services are not intended to treat a disease or symptoms of a disease as defined by professional veterinarians. Service Provider does not provide veterinary service of any kind. None of the employees, officers, directors, or other persons associated with Service Provider are veterinarians or veterinary technicians. The Client understands that the Client is responsible for, and agrees to provide the Service Provider with the latest medical information, including underlying medical conditions, medications and a release signed by a veterinarian stating that the dog is physically able to participate in warm water swimming activities. The Client agrees that the Client is ultimately responsible for determining if the canine warm water swimming activities are appropriate for the Client’s dog.

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 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 either the treatment or 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 have read and understand the document above. I understand that by signing this agreement, I voluntarily surrender certain legal rights:

SIGNATURE

PRINT NAME

DATE

ADDRESS