



EDDIE AND BARKUS, INC. DOG TRANSPORTATION WAIVER AND LIABILITY RELEASE

Eddie and Barkus cares deeply about the wellbeing of its canine guests and looks after them to the best of its ability while seeking to provide the best possible care. However, I understand that dogs can sometimes be injured or become ill during transportation and understand that every dog reacts differently and that animals, by nature, are unpredictable. Therefore, for myself, my heirs and assigns, I have read, understand, and agree to the following:

- 🐾 I hereby waive, release, and discharge Eddie and Barkus and its owners, agents, officers, employees, or volunteers from any and all liabilities that result in injury to, or the loss of my dog(s), or any other property of mine which arises in any way out of the transportation provided by Eddie and Barkus.
- 🐾 I hereby agree to defend, indemnify, and hold harmless Eddie and Barkus, its owners, agents, officers, employees, or volunteers from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which arise in any way out of the transportation provided by Eddie and Barkus.
- 🐾 I understand that Eddie and Barkus will be providing transportation for my dog(s). Eddie and Barkus agrees to exercise reasonable care of my dog(s) during transportation. I acknowledge that allowing Eddie and Barkus, its owners, agents, officers, employees, or volunteers to transport my dog(s) involves risks of injury to my dog(s) during transportation. I knowingly accept and assume all known and unknown risks in allowing my dog(s) to be transported.
- 🐾 I recognize the risk of injury that accompanies transportation of my dog(s) and acknowledge that this release is being relied upon by Eddie and Barkus to permit transportation of my dog(s) to and from Eddie and Barkus Flagship located at 3060 Thunder Road S., Fargo, ND 58104 and Eddie and Barkus Harwood Country Club located 16893 29th Street SE, Harwood, ND 58042, or any other necessary location, such as a veterinarian facility.
- 🐾 I accept any and all conditions, rules, and regulations promulgated by Eddie and Barkus, associated with the activities, use of the Eddie and Barkus facilities and transportation, and hereby agree to comply with them.
- 🐾 Eddie and Barkus will take precautions to prevent dogs from running away from their vehicles or property but dogs' behavior cannot be perfectly controlled at all times. I will not hold Eddie and Barkus responsible if my dog finds a way to flee their premises during care or automobiles during transportation.

🐾 Eddie and Barkus may, at any time, remove a dog from transport, or refuse a dog transportation, if the dog exhibits behavior that could be harmful to the dog, other dogs, or staff, such as:

🐾 Aggression or uncooperative behavior;

🐾 High anxiety or fear;

🐾 Refusal of dog to load into vehicle;

🐾 A condition or behavior rendering dog generally not fit for transportation;

🐾 If, in the opinion of Eddie and Barkus employee or agent, transportation is not in the best interest of dog.

🐾 I understand that dogs can sometimes be injured or become ill during transportation. I accept that Eddie and Barkus is not in any way responsible for any injury, stress or illness my dog(s) may suffer while under Eddie and Barkus' care or while being transported by Eddie and Barkus. I will not hold Eddie and Barkus liable, financially or legally, for any physical, mental, or health issues that arise during or as a result of my dog's transportation by Eddie and Barkus. This includes, but is not limited to: dog bites, minor cuts and scratches, bone breakage, tissue damage, joint problems, stress, or diarrhea.

🐾 This agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this Waiver and Liability Release. **I have read this Waiver and Liability Release and fully understand that by signing this Waiver and Liability Release I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Date: _____

Signature

Print Name