

**AGREEMENT AND WAIVER:**

FPZ LLC reserves the right to deny or refuse a dog because of a safety issue towards employees, or potential physical issue with the dog. Participant agrees to maintain full control over his/her dog, and accepts full responsibility and any injuries, damage, etc. their dog may cause.

There will be a \$40.00 charge for all returned checks due to insufficient funds. There will be a \$5.00 processing charge for all refunds. Acceptable forms of payment are Visa, Master Card, check or cash. Prices and dates are subject to change without notice.

***FPZ LLC is not responsible for missed sessions. If you wish to cancel a swim or water treadmill session, a 24-hour notice is required or you will be charged the usual fees associated with the session. Unused sessions on pre-purchased packages and passes are NOT refundable and NOT transferrable.***

***A \$40 charge will be incurred for accidental waste elimination while your dog is in the water treadmill tank and session will immediately conclude. Please potty your dog beforehand.***

Participant recognizes the inherent risk associated with dog activity services, and realizes that a dog is a creature capable of and given to independent action. Participant assumes the entire risk and responsibility for property damage and personal injury, harm, or death that may occur to themselves or any guest they bring with them as a result of the actions or inactions of participant, another person, or certain canine behaviors included, but not limited to, biting, knocking over, jumping upon, transmittable diseases, or unpredictable reactions to drugs or medications whether caused by participant's dog or the dogs of other participants.

Participant agrees to fully release and forever discharges FPZ LLC, its agents and employees, from any and all claims for loss, damage or injury to your dog(s) while in the care or on the premises of FPZ LLC facility. This encompasses while participating in any and all services or activities provided including (but not limited to) dog training, seminars, pool use, water treadmill, rental of facility areas/equipment or any other services or activities on the premises.

Participant affirms that his/her dog is current on all required vaccinations. This includes: Rabies, DHPP, Bordatella, and flea control. Your dog(s) must be free from infections, parasites, and contagious or transmissible diseases.

Participant gives FPZ LLC permission to use his/her photo/recording/video/likeness in any marketing and/or promotional materials including: flyers, newsletters, social media postings, publications, marketing pieces, the Flyer's Paw Zone website and Facebook page, YouTube videos, and any other advertising, marketing, or public relations materials.

Participant grants consent to the use of images or recordings for promotional materials and releases FPZ LLC from any liability in connection with the taking, producing, or publication of the photos, images, videos, or recordings. Participant understands that all of the above stated materials are the sole property of FPZLLC.

**Service Refund and Cancellation Policy:** Full payment must be made at the time of scheduling to reserve your session. FPZ LLC is not responsible for any missed sessions. If you wish to cancel a session, a 24-hour notice is required, or you will be charged the usual fees associated with the session. Cancellations are converted to store credit with a 1 year expiration. Services are non-transferable within 24-hours of the scheduled session. Unused sessions on pre-purchased packages are not refundable and non-transferrable.

The participant agrees to defend, indemnify, and hold FPZ LLC and its officers, members, and its employees, successors and assigns harmless from and against any and all claims, demands, actions, right of action (at law or in equity) because of any injury (including death) or damage to person or property arising out of Participant's participation in the activities.

I accept the terms, conditions and policies of FPZ LLC set forth by this agreement.

\_\_\_\_\_   
 Print Name

\_\_\_\_\_   
 Signature

\_\_\_\_\_   
 Date