



## HOLD HARMLESS AGREEMENT

Effective Date \_\_\_\_\_

This HOLD HARMLESS AGREEMENT (the "**Agreement**") is made as of (the "**Effective Date**") by and between Run Free K9 And Its Affiliates And/or Contractors (the "**Indemnitee**"), located at 202 S Oliver Blvd, Hemingway, South Carolina 29554, and Client Name: \_\_\_\_\_ (the "**Indemnifier**"), located at Client Address: \_\_\_\_\_, City & State: \_\_\_\_\_, Zip Code: \_\_\_\_\_. The Indemnitee and Indemnifier may be referred to individually as the "**Party**", or collectively, the "**Parties**".

### RECITALS

**WHEREAS**, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, injury, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in section 1.07; and

**WHEREAS**, Indemnitee desires indemnity against all liabilities, losses, injury, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:



## **SECTION 1: DEFINITIONS AND INTERPRETATIONS**

1.01 Words in the singular shall include the plural and vice versa .

1.02 A reference to one gender shall include a reference to the other genders.

1.03 A reference to writing or written includes e-mail.

1.04 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.

1.05 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.06 References to sections or clauses are to the sections or clauses of this Agreement.

1.07. "Activity" shall mean: The Run Free K9 LLC, its affiliates, and their contractors are highly specialized dog trainers who work for an indemnifier as a service to assist them in ensuring that their dog is properly trained. In the capacity as trainers, we can operate in a dog's home, a shelter, a kennel, or in a vehicle for the purpose of training the dog. As part of specialized training, we may also transport the dog to events and public outings, socializing it to the general public and other dogs during the training process.

As a dog care provider, we aim to provide a safe, enjoyable, and educational environment for our clients' dogs as well as to develop the skills they need in order to succeed in the future. We are dedicated to providing the highest standards of dog training and service, and we aim to create a positive environment for everyone involved in our company.

As a board and train service, Run Free K9, LLC manages the care and training of the dog for a specified period of time, providing the dog with all basic needs to accommodate the board and train at the company-run kennel, excursions to public places, training sessions, and travels in a car. All dogs are treated with respect and patience and are equipped with all the necessary tools to succeed. The kennel provides a comfortable and secure environment for the dogs to stay, while the training sessions help the dog learn good manners and obedience. The kennel staff also spends time socializing the dogs to help them become comfortable with humans and other animals. They also provide plenty of exercise opportunities to ensure the dog remains healthy and happy.



**I. PET OWNER'S REPRESENTATIONS** In order to protect the safety of all pets at Run Free K9, LLC, I hereby represent to Run Free K9, LLC the following:

1. The pet, named above, received Rabies and DHLPP vaccinations within the last (12) months and Bordetella vaccination within the last (6) months.
2. The veterinarian records submitted to Run Free K9, LLC as proof of vaccinations are accurate.
3. I have dewormed and treated my pet with flea and tick preventative for a minimum of thirty days.
4. My pet is not infected with distemper or any other contagious disease to the best of my knowledge.
5. My Pet Personality Profile and Contact Information on the Run Free K9, LLC website and documentation are accurate.
6. Run Free K9, LLC will rely on the above representations in granting admission to my pet.

## **II. MEDICAL TREATMENT**

7. I understand that Run Free K9, LLC is not a veterinary clinic. In the event of an emergency or apparent danger to my pet, Run Free K9, LLC may act on my behalf. My Pet may be transported to any veterinary clinic that Run Free K9, LLC chooses if Run Free K9, LLC deems feasible. Run Free K9, LLC will, if feasible, use the veterinarian designated by the Pet Owner's Enrollment Application or other records. It is understood that Run Free K9, LLC does not have control over the veterinary clinic's care, and I agree that Run Free K9, LLC is not liable for injuries or damages caused by any veterinary clinic.

8. I understand that most veterinarians and emergency clinics require immediate payment. Therefore, I agree to reimburse Run Free K9, LLC for all charges incurred for my Pet's medical care. I will not seek reimbursement or retribution from Run Free K9, LLC should an accident, injury, illness, loss or death of my Pet happen during or following any service rendered by Run Free K9, LLC or its employees.

## **III. IMPORTANT DETAILS**

9. It is understood that Run Free K9, LLC will not be responsible for lost or damaged pet toys or other items of pet owner left with Run Free K9, LLC.



10. I agree to pay for services of Run Free K9, LLC in accordance with its current rate schedule or acknowledge receipt of a schedule of current rates. I agree to pay for services by cash, credit card, or debit card upon the billing agreement as scheduled.

11. If I am dissatisfied with Run Free K9, LLC services, I will notify them by the end of business the next day.

#### RUN FREE K9, LLC HOLD HARMLESS AGREEMENT AND LIABILITY RELEASE

12. I agree that Run Free K9, LLC has the right to terminate service to any Pet for any reason.

13. I understand that Run Free K9, LLC will not release my Pet to anyone without my consent and that I must present a photo identification upon picking up my Pet and be listed in the file as a safe person.

#### **IV. PET OWNER RESPONSIBILITY**

14. I understand while under the care of Run Free K9, LLC, my Pet will be allowed to interact and play with other dogs on an "off leash" basis. Such interaction and play involve risks such as injuries from other dogs. As well as understanding the benefits of play and interaction, I am willing to accept these risks as well.

15. It is mandatory to attach all identification tags properly.

#### **V. DISCLAIMER AND LIMITATION OF LIABILITY**

16. The fact that Run Free K9, LLC accepted my Pet into the program is based on the representation made by me that my Pet is in good health.

17. It is understood and agreed that if my pet has special needs or requires special attention or medication, I have expressed this verbally at check-in as well as in written detail on the Pet Personality Profile.

18. As a result of my Pet's attendance at the Run Free K9, LLC facility, I hereby release Run Free K9, LLC, its owners, officers, agents, employees from any and all liabilities, obligations, actions, claims, and rights I may have, whether now known or unknown, accrued or not accrued.

19. Further, I understand and agree that any problem that arises with my Pet will be dealt with as Run Free K9, LLC deems best, and I agree to reimburse Run Free K9, LLC all expenses related to that problem.



20. Furthermore, I recognize and agree that I am and will be held fiscally liable should my pet cause any injury or illness to another pet(s) or person(s).

21. I agree that Run Free K9, LLC, its owners, officers, agents, employees, directors and assigns will not be liable for any injury to my Pet resulting from, or occasioned by, directly or indirectly, the failure or defectiveness of, or any item provided, or the negligence of Run Free K9, LLC as a result of any services provided by Run Free K9, LLC. If my Pet escapes the premises, Run Free K9, LLC will not be liable for any injuries to or loss. It is my understanding that Run Free K9, LLC is not responsible for any incidental or consequential damages that may result directly or indirectly from the injury or death of my pet(s).

27. Should I have a complaint or claim of negligence toward Run Free K9, LLC , I agree to submit a written statement of my complaint to Run Free K9, LLC for its signature within five (5) days of the completion of services provided. Failure to do so within five (5) days will constitute a full and final waiver of any claim against Run Free K9, LLC .

## **SECTION 2: INDEMNIFICATION**

2.01 Indemnification. To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee's participation in the Activity, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.

2.02 **Exceptions.** Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:

(1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.

(2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and

(3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.

2.03 Settlement and Consent. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier or will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.



2.04 Cooperation. Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

### **SECTION 3: MISCELLANEOUS**

3.01 Representation on Authority of Parties/Signatories. Each Party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

3.02 Amendment. This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

3.03 Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

3.04 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.

3.05 Severability. The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

3.06 Governing Laws. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of South Carolina, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in South Carolina shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

3.07 Effect of Title and Headings. The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.



3.08 Attorney's Fees. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

3.09 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

3.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 **Counterparts.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT**, and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

Run Free K9 And Its Affiliates And/or Contractors:

*Jessica Patterson*  
Jessica Patterson  
Owner of Run Free K9, LLC

Client Printed Name \_\_\_\_\_

Client's Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Dogs Name \_\_\_\_\_