

Doggie Dome Swim Spa_{LLC}
RELEASE FROM LIABILITY
AND INDEMNITY AGREEMENT

NOW COME the parties to this Agreement, Melody Horne and Doggie Dome Swim Spa, LLC, hereinafter referred to as the Service Providers, and _____, the owner of a dog to whom services are going to be provided at the property of Melody Horne, situated on Old Route 11 in New Durham, New Hampshire, hereinafter “the undersigned”. The services will be provided by Doggie Dome Swim Spa, LLC, and Melody Horne, which will operate the service known as Doggie Dome Swim Spa, LLC, who provide canine warm water and swimming exercise.

The services that are going to be provided to the dog are swimming and training intended to relax and retrain muscles. These services are not intended to treat a disease or symptoms of disease as defined by professional veterinarians. Doggie Dome Swim Spa, LLC, does not provide veterinary services of any kind. None of the employees, officers, directors, or other persons associated with Doggie Dome Swim Spa, LLC, are veterinarians or veterinary technicians. The services they are providing are not the services provided by veterinarians or veterinary technicians. The services provided by Doggie Dome Swim Spa, LLC, are strictly exercise and training which are designed and intended to help and assist dogs and their owners with the relaxation and retraining of muscles.

The undersigned, who is the owner of the dog named _____ to whom services are being provided, hereby RELEASES Melody Horne and Doggie Dome Swim Spa, LLC from any liability, including liability arising from the negligence of Melody Horne for:

(a) any damage or injury to the dog known as _____, which may arise or occur as a result of the services provided by Doggie Dome Swim Spa, LLC, and Melody Horne;

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 either the treatment or anything else which might happen while on the property of Melody Horne in New Durham, New Hampshire, whether or not that damage arises from the negligence of said Melody Horne or from any defect on the premises.

(b) and also any injury to the undersigned which may occur while the undersigned and/or the dog are on the premises of Melody Horne and Doggie Dome Swim Spa, LLC., from any cause of any kind, including any damage or injury that arises from the negligence of Melody Horne or Doggie Dome Swim Spa, LLC, while on the premises of Melody Horne and Doggie Dome Swim Spa, LLC.

(c) The undersigned also agrees to save and hold Melody Horne harmless from any injury which may arise or occur to any person bringing the dog onto the premises on his/her behalf or accompanying him/her onto the premises when the dog is being provided with services.

This agreement to save and hold Melody Horne harmless covers any injury or damage whether or not that injury or damage arises from the negligence of Melody Horne or from any defect on the premises.

(d) or damage to any property of the undersigned which is brought onto the premises when the dog _____ comes the premises for services.

This Release is given for any injury from any source, including any negligence of Melody Horne, and also include the actions of any third parties on the premises, or any other dogs on the premises.

The undersigned further agrees that if anyone else brings a claim through, by or on behalf of the undersigned, the undersigned will agree to indemnify Melody Horne and Doggie Dome Swim Spa, LLC, from any damages, attorneys' fees and cost of defense which may arise as a result of such claim. The undersigned further agrees that he/she will step forward and assume

the defense of any claim brought against Melody Horne on, by or on behalf of any person claiming through, by, or under his/her or his/her estate, or on behalf of his/her dog. The undersigned will further indemnify and save and hold Melody Horne and Doggie Dome Swim Spa, LLC, harmless from any damage claim which may result. The undersigned also further waives subrogation claims by any insurers brought forward by, through or on behalf of the undersigned.