



DIGSTOWN

• LODGE • DOGGIE DAY CARE • SPAW • DINER

CLIENT INFORMATION

Person Name:	Emergency contact(s) & <u>numbers</u> :
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Street Address:	City, State, Zip:
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Phone1:	Phone2:	Phone3:
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Email:	Alternate contacts:
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Who is authorized to pick up/drop off your dog?

Veterinarian & Phone:

Is there anyone we can thank for referring you to Digstown?

DOGGIE INFORMATION

Doggie Name1:	Breed:	Birthday:
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Sex: M/F Spayed/Neutered	Color:	Special Markings:
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Weight:	Collar/leash color:	OK to give treats?
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Doggie Name2:	Breed:	Birthday:
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Sex: M/F Spayed/Neutered	Color:	Special Markings:
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Weight:	Collar/leash color:	OK to give treats?
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Doggie Name3:	Breed:	Birthday:
Sex: M/F Spayed/Neutered	Color:	Special Markings:
Weight:	Collar/leash color:	OK to give treats?

Digstown New Client Form Jan 2024

VACCINATION INFORMATION

All dogs must be current on Rabies, Bordetella, and Distemper vaccinations; all of which must be updated at least 6 days PRIOR to visiting Digstown. It is the client's responsibility to ensure vaccinations stay current, and we MUST be provided with proof of vaccination history before your doggie's visit.

Please supply vaccination history with this information sheet.

Client understands that even if their dog is vaccinated for Bordetella, the dog can still contract Kennel Cough or another illness during their visit to Digstown, or outside of Digstown. Digstown does not and cannot guarantee that your dog will not become ill during its visit.

Please initial _____

Staff Notes:

MEDICAL POLICY

If we believe your dog has become ill or injured, we will try to contact you at the numbers provided. If for some reason, you or your alternate contacts cannot be reached, and your pet requires immediate medical treatment, you authorize us to seek such medical treatment. This may be at your regular veterinarian, or a veterinarian close to Digstown.

You agree to pay for all costs and expenses whatsoever incurred in the medical treatment for your pet(s).

Please initial _____

GENERAL INFORMATION

(If you have more than 1 dog, these questions must be answered for all dogs)

Has your dog previously been socialized with other dogs in a dog park or day care setting?

If yes, how does your dog behave in this setting?

Does your dog play better with males/females or a certain size of dog?

Has your dog ever exhibited aggressive or protective behavior with people, toys, food, dogs or other animals? Please explain.

Has your dog ever tried to climb a 4-foot high fence?

Has your dog ever been bitten, or bitten another dog or person? Please explain.

Has your dog ever attacked or injured (whether aggressively or playfully) another dog, animal or person?

Does your dog have any sensitive areas that should not be touched?

Does anything frighten your dog?

Does your dog have any medical conditions or physical limitations we should be aware of?

How does your dog react to getting a bath?

Anything else we should know?

Staff Notes:

LODGING INFORMATION

(if your doggie will not be lodging at this time, this can be filled out later)

Drop off date & time:	Pick up date & time:
Belongings:	Special Notes: (e.g., bedtime ritual or favorite massage spot)
Collar & leash color:	Is your doggie a blanket or toy eater?
Feeding Instructions: PLEASE BRING FOOD IN A CLOSED TUPPERWARE CONTAINER as it is required by the State of Colorado!	
Is it Ok to give "house food" if you run out of food? **House food is dry food of various brands, and a \$10 per feeding charge.	Is your dog a very fast eater?
Medication Instructions & Reason for Medication (please note what each Med is for): PLEASE BRING MEDS IN ORIGINAL LABELED CONTAINER as required by the State of Colorado!	
We will provide food and water bowls, and can provide bedding if you do not bring your own. Please note that if your doggie likes to eat bedding, we will need to remove it from their suite, and we reserve the right to charge you for any damaged or destroyed bedding. Bringing their personal belongings, like their favorite bed/blanket and toys, will make them feel more at ease away from home. We recommend bringing some comforts from home, as well as their own regular food to avoid digestive discomfort. We can supply some food if we run out (please bring enough!), and we do charge for Digstow food.	
BATH?? Would you like an end of day bath or nail trim before pickup?? (\$20 each) (PLEASE NOTE PICKUP TIME!!)	

I agree to the terms and conditions of this Agreement.

Signature

Date

Signature

Date

Terms and Conditions

In consideration of use of Digstowm LLC's facilities and receipt of its services, the undersigned ("I") agree to the following terms and conditions relating to my use of services provided by Digstowm LLC.

Agreement. This document ("**Agreement**") is intended to be a binding agreement between Digstowm LLC ("**Digstowm**") and me.

Fees. I understand that all fees must be paid in advance to drop off my dog. I understand that if I do not pick up my dog on the specified date, I shall be charged additional fees at regular rates, as may be adjusted from time to time in Digstowm LLC's discretion. I understand that I am not entitled to a refund of fees if I pick up my dog early.

Medical Treatment. If my dog becomes ill or injured while under the care of Digstowm, I give permission to Digstowm to take all reasonable action to obtain medical treatment for my dog. I understand that I must pay all costs whatsoever related to treatment for my pet, and any costs incurred by Digstowm for such treatment will be immediately reimbursed upon request. I give Digstowm absolute discretion to determine whether it is necessary or advisable to seek medical treatment for my pet, and I shall not hold Digstowm liable for seeking or failing to seek any such medical treatment. In the event of a death, Digstowm will remove other dogs from the area, and remove the injured dog from the premises to a veterinarian facility.

Vaccination. I understand and agree to abide by the vaccination policy for pets staying at Digstowm. I will provide accurate vaccination records for my pet(s) upon request to do so. I understand that even if my dog is vaccinated for Bordetella, the dog can still contract Kennel Cough or another illness during its visit to Digstowm. I shall not hold Digstowm liable for any such occurrence.

Assumption of Risk. I understand that day care is a group play environment, and that there are some risks involved in this activity. Day care is for healthy dogs that are neutered/spayed, and not recommended for dogs with medical conditions, such as heart murmurs, seizures, diabetes, or any condition that may be aggravated by an excitable environment. The risks involved with rough play may include scratches, bite wounds or other more serious injuries. I knowingly assume the foregoing risks and all other incidental risks. My decision to have my dog participate in these activities is voluntary.

Aggressiveness. Day care is not suitable for dogs with temperament problems towards dogs or people. If my dog exhibits temperament problems, my dog may be removed from the day care. I understand that I will be notified and the daily fee will not be refunded.

Indemnity. I agree to indemnify, defend, and hold Digstowm, its members, managers, employees, agents and affiliates, harmless from and against any and all claims, costs, loss, expenses, liability and damage (collectively, "**Losses**") of every kind and nature, including without limitation court costs and attorneys' fees, incurred by Digstowm in defending a claim by me or my agents or family members released by me in this Agreement, or in any way arising out of or relating to my negligence or willful misconduct or the condition or behavior of my pet(s) while at the Digstowm facilities or using the Digstowm services, including, without limitation, Losses due to any and all consequences of my pet's escape from the Digstowm facilities; illness or injury to my pet while at the Digstowm facilities; injury to or death of other pets at the Digstowm facilities as a result of my pet's actions or presence at the facilities; injury to or death of any person as a result of my pet's actions or presence at the facilities; and all damage to property caused by my pet.

Release. I hereby release, acquit and forever discharge Digstowm, its members, managers, employees, agents and affiliates, from and against any and all claims I have or may hereafter have arising in connection with my presence and my pet's presence, and the services provided at, and our usage of, the Digstowm facilities, except to the extent caused by Digstowm's willful misconduct, whether caused by ordinary negligence or as a result of the inherent risks involved with these activities. The foregoing release shall include any claim I may have against Digstowm as a result of the presence or actions of other persons or pets at the Digstowm facilities.

Disclaimer of Warranties; Limitation of Liability. DIGSTOWM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DIGSTOWM FACILITIES OR THE SERVICES RENDERED BY DIGSTOWM. IN NO EVENT SHALL DIGSTOWM BE LIABLE TO ME OR ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF DIGSTOWM'S FACILITIES OR THE DELIVERY OF SERVICES HEREUNDER. DIGSTOWM'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF DIGSTOWM'S DEFAULT IN PERFORMANCE OF THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING MAKING AVAILABLE THE DIGSTOWM FACILITIES) SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY DIGSTOWM FROM ME IN PAYMENT FOR SUCH SERVICES RENDERED HEREUNDER.

Costs of Collection; Attorney Fees. I shall indemnify Digstowm for all costs incurred by Digstowm to enforce the terms of this Agreement, including, without limitation, costs of collection, attorney fees and court costs.

Force Majeure. Digstowm shall not be liable for any circumstance or occurrence resulting from causes beyond its control.

Waiver; Severability. No waiver of any provision of this Agreement or any right or obligation of a party will be effective unless in writing, signed by the parties. The failure of either party to enforce a right shall not constitute a waiver. Any term of this Agreement

which is held to be invalid, illegal or unenforceable shall in no way affect any other provision hereof, and all other parts will remain in full force and effect, and are to be given the broadest construction possible by the court.

Entire Agreement. This Agreement, including exhibits, contains the entire agreement of the parties and supersedes any prior oral or written there are no understandings, agreements, or representations, express or implied, not specified herein concerning the subject matter hereof.

Governing Law; Jurisdiction. This Agreement shall be governed by Colorado law. Exclusive jurisdiction and venue for any disputes hereunder shall be in Arapahoe County, Colorado. Each party waives its right to a jury trial.

Escaped Dogs. I understand the day care environment that my dog will be in, including the fence surrounding the outdoor runs. I understand that the fences range from 5-7 feet high. If my dog has been known to climb fences, I have alerted Digstown and have discussed where my dog will play. If my dog should escape, Digstown is not responsible for bodily injury or death or any damage to property.

Right to Refuse Service; Full Disclosure. Digstown reserves the right to refuse a dog presented for day care or lodging for any reason or no reason, in Digstown's sole and absolute discretion. Digstown's representatives shall determine, in their sole and absolute discretion, whether the behavior or condition of the dog appears to jeopardize the health or safety to the staff, other dogs, or itself. I have fully disclosed the health and behavior of my dog, including any newly developed symptoms of poor health or behavior. I understand that this disclosure must occur on each and every drop off for day care or boarding if any new health or behavior updates have occurred. The information I have provided elsewhere in this form is true and complete.

Reimbursement of Costs. I shall reimburse Digstown immediately upon request for any and all costs and expenses incurred by Digstown related to the condition or behavior of my dog. I release Digstown, or any of its employees, from any and all liability for any costs or damages incurred in the defense of any personal injury or other claims, brought on by a third party relating to me or my dog while at Digstown.

Abandonment. If I abandon my dog at Digstown, this contract is subject to the provisions of CRS 12-64-115 (Abandonment of Animals).

Cancellation Policy. I understand the Digstown cancellation policy: 24-hour cancellation policy for lodging, except for holidays, which require a 14 day cancellation notice. The following are the observed holiday periods: Thanksgiving, Christmas, New Years, Spring Break, Independence Day, and Labor Day. I understand that I will be charged for the reservation if not in accordance with the cancellation policy. I understand the demand for space during the holiday periods, and that this policy is strictly enforced.

Dropoff and Pickup Times. I understand the drop off and pick up hours for day care and lodging. I am responsible for additional charges that may be incurred as a result arriving outside the specified hours for these services.