



Zoomiez NYC Mobile Dog Gym Agreement

Waiver and Release of Liability

Effective Date: [31 January 2025]

This Waiver and Release of Liability ("Agreement") is entered into by and between Zoomiez NYC ("Zoomiez," "Company," "we," "our," or "us") and the undersigned participant ("Customer," "I," or "me"), in consideration of the services provided by Zoomiez. By signing this Agreement, I acknowledge and agree to the following terms and conditions:

1.) Information Regarding the Dog:

The Client confirms that all information provided to Zoomiez NYC regarding their dog(s), including but not limited to age, breed, medical history, vaccinations, and behavioral concerns, is accurate and up-to-date. The Client understands that failure to disclose any relevant information may result in refusal of service or termination of this agreement.

Additionally, the Client acknowledges that if a harness provided by them is used during the session, they assume full responsibility for any liabilities, injuries, or damages that may arise due to a defective, ill-fitting, or poor-quality product.

2.) Assumption of Risk:

Zoomiez NYC is committed to providing a safe and controlled environment for all dogs participating in treadmill exercises and training sessions. While every reasonable precaution is taken to ensure the well-being of each dog, the Client acknowledges that all physical activities, including treadmill use and training sessions, carry inherent risks, such as injury, illness, allergic reactions, stress, or other health-related issues.

By signing this agreement, the Client voluntarily assumes all associated risks and agrees that Zoomiez NYC shall not be held liable for any unforeseen incidents. The Client understands that their dog will be trained using balanced training techniques alongside positive reinforcement methods. While Zoomiez strives to create a structured and effective training experience, the Client acknowledges that results may vary based on the dog's temperament, physical condition, and the consistency of training reinforcement at home.

3.) Waiver of Liability:

The Client assumes full responsibility for the inherent risks of treadmill exercises and training sessions and agrees that Zoomiez NYC, its employees, officers, agents, independent contractors, affiliates, and representatives shall not be held liable for any injury, illness,

harm, or other issues arising from participation in Zoomiez services.

To the fullest extent permitted by law, the Client waives, releases, and forever discharges Zoomiez NYC and its affiliates from any and all claims, demands, actions, liabilities, or expenses related to their dog's participation. This includes, but is not limited to, injury, illness, death, property damage, or financial loss.

4.) Current Vaccination/Vet Information:

The Client represents that their dog(s) is in good health, is at least four (4) months old, and are current on all required vaccinations, including Rabies, Distemper/Parvo, Leptospirosis, and Bordetella. The Client verifies that the dog is up to date on these vaccinations and has not been ill with any known contagious diseases.

By signing this agreement, the Client confirms that proof of vaccination or current Titer testing will be provided to Zoomiez NYC prior to the start of any session. The Client also agrees to provide current veterinarian information upon request.

The Client is responsible for taking necessary precautions to ensure their dog's health and safety, including regular health check-ups, vaccinations, and flea/tick prevention. The Client agrees to inform Zoomiez of any known pre-existing health conditions, allergies, or behavioral issues their dog may have before participating in the program.

5.) Fleas or Other Communicable Diseases:

The Client certifies that their dog is free of fleas, ticks, and communicable diseases at the time of service. If a dog is found to have fleas, ticks, or any other communicable condition, Zoomiez reserves the right to refuse or discontinue service until the condition is resolved.

The Client understands that the dog must be treated and fully cleared of any such condition before rescheduling, with treatment completed at least one week prior to the next appointment.

6.) Medical Care, If Required:

The Client authorizes Zoomiez NYC to administer First Aid and resuscitative care for their dog as deemed appropriate by Zoomiez staff. In the event of a medical emergency where the Client cannot be reached, Zoomiez reserves the right to seek veterinary care at the Client's expense.

Zoomiez will make reasonable efforts to contact the Client before proceeding with treatment. If the Client cannot be contacted, Zoomiez is authorized to approve veterinary care up to \$500. For any costs exceeding this amount, Zoomiez will attempt to contact the Client for authorization before proceeding.

The Client agrees to provide valid credit card information on file for any emergency

veterinary care expenses.

7.) Health or Medical Problems & Senior Pets:

The Client acknowledges that exercise and physical activity may place additional stress on older dogs or dogs with pre-existing medical conditions. While Zoomiez will take all reasonable precautions to ensure the safety and well-being of every dog, the Client understands that participation may expose or aggravate underlying health issues, either during or after a session.

The Client agrees to inform Zoomiez of any known medical conditions, past injuries, or health concerns so that appropriate care and monitoring can be provided. Zoomiez cannot be held responsible for any health complications that may arise.

8.) Aggressive or Dangerous Pets & Right to Refuse Service:

The Client is responsible for informing Zoomiez of any history of aggression, including biting or aggressive behavior toward people, other dogs, or specific exercise procedures, prior to the start of services. Zoomiez reserves the right to refuse or discontinue services if a dog exhibits aggressive or dangerous behavior at any time.

If a dog becomes overly stressed or poses a risk to staff or other dogs, a muzzle may be used when deemed necessary for safety. The Client acknowledges that muzzling is a protective measure and does not harm the dog. If a dog's behavior is deemed unmanageable or poses a continued safety risk, Zoomiez may permanently discontinue services.

9.) Pet Pick Up:

The Client agrees to be available at the designated time for pet pick-up and drop-off. If a delay is anticipated, the Client must notify Zoomiez as soon as possible. A grace period of 5 minutes will be allowed for pick-up after the session ends. If the Client fails to pick up their dog within this timeframe, a late pickup fee of \$25 may be applied. Repeated late pick-ups may result in the discontinuation of services.

10.) No Show, Cancellations and Refunds:

The Client acknowledges that dog training and gym services are intangible, and no refunds will be provided once services have been rendered. Cancellations must be made at least 24 hours in advance to avoid a fee. Cancellations made with less than 24 hours' notice will be charged 50% of the session fee.

Last-minute cancellations (within one hour of the scheduled session) or failure to be available at the designated time for pick-up/drop-off will result in the full session fee being charged. If Zoomiez staff arrives for a scheduled session and the Client is unable or unwilling to proceed, the full session fee will still apply. Repeated last-minute cancellations or no-shows may result in the discontinuation of services.

11.) Media Release & Consent

The Client hereby grants Zoomiez NYC permission to photograph, record, and/or capture images of the Client and/or their dog(s) (collectively referred to as "Media"). The Client

acknowledges and agrees that Zoomiez NYC may utilize such Media in various publications, electronic platforms, audiovisual presentations, promotional materials, advertising campaigns, community presentations, media outlets, and/or any other similar methods.

The Client provides this consent voluntarily and without expectation of compensation. The Client further releases Zoomiez NYC, its employees, officers, agents, and affiliates from any liability that may arise from the use or distribution of such Media.

The Client may revoke this release and consent at any time by providing written notice to Zoomiez NYC. Upon receipt of such notice, Zoomiez NYC shall immediately cease the use and distribution of any new Media authorized by this release. However, the Client acknowledges that previously published or distributed Media may remain in circulation.

12.) Release and Indemnity

The Client agrees to release, indemnify, and hold harmless Zoomiez NYC, its owners, employees, officers, agents, independent contractors, and affiliates from any and all liability, claims, demands, damages, costs, or expenses arising from or related to their dog's participation in Zoomiez services.

This includes, but is not limited to, any injury, illness, allergic reaction, stress, property damage, or other harm that may occur during or as a result of training, exercise, transportation, or other services provided by Zoomiez. The Client understands that they assume full responsibility for any risks involved and waive any claims against Zoomiez and its staff.

13.) Acknowledgement of Terms:

By signing below, I acknowledge that I am at least eighteen (18) years of age and legally authorized to consent to these terms. I confirm that I have read, understood, and voluntarily agree to this Waiver and Release of Liability. I fully accept all risks associated with my dog's participation in Zoomiez NYC. Furthermore, I agree that this Agreement shall be binding upon me, my heirs, legal representatives, and assigns.

Client Name (Printed): _____

Client Signature: _____ Date: _____

Dog Name: _____

Zoomies NYC Representative: _____ Date: _____