



RELEASE OF LIABILITY, WAIVER OF CLAIMS

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

TO: SOS Pet Services hereinafter called the “Company”

Assumptions:

- The client understands that the Company is a Service Provider which provides services to cats and dogs, in the form of personal care and attention, along with exercise.

- The client also understands that the Company is prepared to undertake care and attention to the pet(s) when retained by the client to do so, (the “retainer”) to provide personal care, respite, or exercise to the pet(s)

- By reason of unforeseen events, unexpressed assumptions and/or unreasonable expectations it is important and necessary for the Company to protect itself from lawsuits or charges that might be initiated while the agents of the Company are acting in good faith, with due diligence, and within the scope of their retainer by the Client:

IN RECOGNITION OF THE RECITALS ABOVE AND IN CONFIRMATION THEREOF:

Name: _____ DATE: _____

Address: _____, (“the Owner”)

HEREBY AGREES THAT:

1. I am aware of the risks assumed by the Company in pet care, provision of services and association with _____ (Pet(s) name).
2. I have provided all relevant information regarding the Pet(s) to the Company and we have agreed that the Company will provide defined services to the Pet(s) for the period of _____.
3. I am aware that, if the Company becomes aware of, or as certain any facts of which they were not previously advised in provision of services to the Pet(s), whether by reason of changes in the Pet(s) physical health or demonstration of behaviors that are considered, by the agent performing the service for the Pet(s), to be a risk to themselves or others, then the agent may refuse to continue providing services or vary the type of services and shall give notice as soon as practicable to the client about the reason for termination or variation of the services provided by the Company.

4. I am further aware that the Company and its agent are committed to make their best efforts to provide the services for which they were retained in a safe, predictable and conscientious manner, but that unforeseen circumstances arising may require unusual responses that are not described in the usual protocols of the Company and the Agent. I accept that, in that case, an incident report shall be made and I will be entitled to a copy of that report.
5. In consideration of retaining the Company to provide services that are for me and my Pet(s) benefit, and in recognition that working with the Pet(s) will sometimes take creativity and emergency decision-making by the Agent, or the Company, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

- To waive any and all claims that I now have or may in the future have against the Company and/or the agent, arising out of any aspect of the retainer to provide services to the Pet(s);
- To release the company and the agent from any and all liability for any loss, damage, vet expense, or injury, that may be suffered by me or by the pet(s) during the provision of services by the Company or its agent due to any cause what so ever, including breach of contract, or breach of any statutory or other duty of care, as well as any duty of care under the *OCCUPIERS LIABILITY ACT* R.S.A. 2000, c.0-4, on the part of the company, and also including the failure on the part of the company to safeguard or protect the Pet(s) from Hazards, outside their course of employment. I further indemnify and hold harmless the company and its agent from any and all liability for any property damage or personal injury to any third party resulting from the retainer and any services provided there under.

This Agreement shall be effective and binding upon my heirs, in the event of my death or incapacity.

This Agreement shall be governed by, and interpreted in accordance with, the laws and regulations of the Province of Alberta, and any litigation involving the parties to this Agreement shall be brought within the Jurisdiction of the Court of Queen's Bench of Alberta.

In entering into this Agreement, I am relying only on the recitals and Agreements of this document and of those attached hereto and provided herewith by the Company, and no other verbal or written communications or representations.

I confirm that I have read and understood the agreement prior to signing it, and I am aware the signing this Agreement I am waiving any legal rights that I may have against the Company or its agent, with regard to the services provided pursuant to the Agreement.

SIGNED THIS ____ DAY OF _____, 20 ____ AT _____.

SIGNATURE OF THE OWNER/CLIENT _____

PLEASE PRINT NAME CLEARLY _____

SIGNATURE OF WITNESS _____

PLEASE PRINT NAME CLEARLY _____