



Fitness/Wellness Equipment

Acceptance of Risk and Release of Liability Form

To be signed in addition to a completed Chewie's Application form

At Chewie's Playland are committed to providing the best services, play areas and activities in a safe environment. We hold the safety of Chewie's Playland offering Fitness/Wellness and Strength building as priority with the safety of the dogs, clients and persons in the highest regard. **Please read all paragraphs and initial after and sign at the end.**

Chewie's Playland strives to have the best safety measures in place to reduce risk and insists that all persons using the fitness/wellness equipment completed all parts of our main application and understands our policies. Persons who choose to enter Chewie's Playland and use the "fitness/wellness equipment " must understand there are inherent risks of injury and damage associated with dogs working on fitness, strength balance and physical therapy and Chewie's Playland LLC nor it's affiliate's (Chewie's Playland North, Chewie's Playland South, The Unconditional Canine at Chewie's Playland) are not responsible. \_\_\_\_\_

During private rental periods with owners there will be an attendant on site but not in the room with you at all times. We can help you with equipment and usage but we are not veterinarians nor animal physical therapists. We strongly recommend that you follow your veterinarians or physical therapists orders when using our equipment for physical therapy after an injury, otherwise it could make it worse. \_\_\_\_\_

Chewie's will not allow dogs with tendencies that put them at higher risk for injury to use the equipment if they are scared, hurting themselves during the process or do not know the routine/machinery. Chewie's Playland and our training service The Unconditional Canine at Chewie's Playland reserves the right to determine if a dog is at high risk for injury and you will respect and understand our decisions and recommendations. We may recommend that you take a few lessons to get your dog conditioned correctly to the machines/tools for fitness/wellness. \_\_\_\_\_

#### **Health Requirements:**

As per our main application all dogs have to be up to date for Rabies, Distemper Combo(Or Acceptable titer), negative fecal check with Giardia, Bordetella(Or Waiver signed) and use flea/tick preventive and Heartworm. Preventive. If your pet requires an updated vaccination for the first time(i.e. not a booster), please make arrangements for the vaccination to be administered no less than 10 days before your visit to Chewie's. If you have newly rescued your dog we do need a fecal check with the vet that includes giardia and they also need to be past the 10 day isolation period. \_\_\_\_\_

#### **PAYMENT POLICY**

Pre-Payment is due at time of service. We can also keep your card on file if you would like. \_\_\_\_\_

#### **REFUND POLICY**

A refund will not be issued unless under extreme circumstances due to the cleaning involved and up kept of the machines/tools for the fitness and wellness. \_\_\_\_\_

#### **Warning of Risk**

Chewie's Fitness and Wellness is intended to be an outlet for dogs and their owners to exercise safely if they

are injured, overweight, recovering from surgery, and/or help older dogs keep muscle mass, and many other benefits. Despite all warnings, rules and precautions, certain dangers still exist. It is nearly impossible to predict all possible situations that could occur. We strongly recommend a training session for proper use of equipment or have had prior experience with the fitness equipment. We also strongly recommend you follow your veterinarians/physical therapist advice to reduce the risk of injury when using the equipment and understand that you do not hold Chewie's Playland LLC liable for any injury that may occur using the equipment/tools/toys. \_\_\_\_\_

Risk can include minor or serious injuries and potentially death to both humans and dogs, as well as damage to personal property, arising out of improper handling, supervision, or lack of control of a dog. For safety purposes minors must be at least 13 years of age or older to enter Chewie's Playland and be present with their parent/guardian with their dog when using the fitness equipment. It must be recognized that it is impossible for Chewie's Playland LLC to guarantee the safety of clients, their guests/children, and dogs. Each person who uses our fitness and wellness equipment does so at his/her own risk and assumes the danger of using the equipment, those must understand that the equipment is not for person/children use and will be dismissed if seen. \_\_\_\_\_

#### **Waiver and Release of all Claims and Assumption of Risk:**

This agreement should be carefully read and be aware that by using our fitness and wellness equipment you will be expressly assuming the risk of injury, illness or death to yourself, your children, and your dogs. As well as assuming any injury and damage to your property/dog as a result of your use of the equipment, and that you will be assuming legal liability to others for any injury, death, damage to their property they suffer as a result of your use of the equipment. You are releasing Chewie's Playland LLC from all Liability and claims for, death, damage to property and all other damage you, your child, and your dogs that might incur as a result of using, Chewie's fitness and wellness equipment and tools and you are waiving any right to make or assert any claim against Chewie's Playland LLC. for injury, death, or damage to you, your children, or your dogs as a result of your use of equipment. \_\_\_\_\_

#### **Communal Diseases:**

It is important that you acknowledge that even if your pet is up to date on all of his/her vaccinations your pet can still get communal diseases/illness, the same way kids in daycare can pass on illness to one another, this also apply to dogs. Chewie's Playland is not liable for any communal diseases such as kennel cough, other upper respiratory infections or parasites. \_\_\_\_\_

#### **Agreement to Waiver and Release of all Claims and Assumption of Risk**

In consideration for Chewie's Playland LLC allowing me to use, fitness and wellness equipment and tools I agree, on behalf of myself, and, as parent and legal guardian of my minor children, on behalf of my minor children to all of the above and I voluntarily agree to assume the full risk of any and all events as stated above regardless of how serious, that I, my minor children, and my dogs may sustain while using the fitness and wellness equipment/tools in the past, present and future.

I do hereby fully release and forever discharge Chewie's Playland LLC and its employees, board members, volunteers, financial supporters, property owner, officers, representatives, assigns, agents, division, affiliated, attorneys, and all other who might be claimed to be liable on its behalf, from any and all Liability, Claims, demands, and causes of action for injuries or death to myself, my minor children, or my dogs, damage to property, and all other damages that I or my minor children may now have, whether known or unknown, and which may arise in the future, arising out of, connected with, or in any way associated with my participation the fitness/wellness located at 217 West Hollis St. Nashua NH 03060, and any future locations.

By signing below, I acknowledge that I have read and fully understand the above information, warning of Risk, waiver of Liability, release, and Chewie's Playlands policies. I have also read the rules that are attached to this Waiver and Release, incorporated in, and made part hereof. I further agree that if I register to be a client online, email, text or fax, my on-line, scanned, picture of the signature shall substitute for and have the same legal effect as my signature on an original form since this document is uploaded. \_\_\_\_

**Permission for Chewie's Playland to Photograph/videography:**

I do hereby give authority and permission to Chewie's Playland LLC to copyright, use and/or publish, without limitation or restriction, photography/videography of me, my minor children, or my dog(s) that may be taken while on Chewie's Playland property. These photos/videos will be used for promotion or advertising, and I hereby relinquish any right that I may have to examine or approve said photographs. \_\_\_\_

I don't agree to the above paragraph pertaining to photography/videdography \_\_\_\_

Owner's Name. (Print full name)

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Rules:**

- 1) Please have your dogs go to the bathroom prior to entering the indoor play area, training area and fitness/wellness areas.
- 2) Your dog(s) must remain leashed unless in session using the fitness/equipment.
- 3) Please clean any accidents with the appropriate labeled cleaner.
  - a. All solid accidents can be pick up with the provided bags, then please wipe area clean with Lysol wipe. Dispose of waste in the appropriate bin.
  - b. Urine accidents can be cleaned with a rag and our yellow marked cleaning bottles. We also have wireless carpet cleaner to help suck up an other liquid. If you need help using it please let a staff member know.
- 4) Wear and Tear is expected however if you dog causes major damage, you may be partially charged to repair or replace.
- 5) All equipment should be put back in their areas.
- 6) If you do no not clean up after your pets accidents or marking the equipment there is a \$50 cleaning charge, if it happens 3 times, you will be suspended from renting time for the equipment.
- 7) If your pet has an accident in the water treadmill there is a cleaning fee that could be up to a \$100 fee.
  - a. Multiple offensives may result in discontinued use.