

# READ CAREFULLY – THIS IS A LEGALLY BINDING AGREEMENT

## PLEASE READ BEFORE SIGNING

BY SIGNING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE K9CATION LLC, ITS OWNERS, FAMILY MEMBERS, AND EMPLOYEES FOR ORDINARY NEGLIGENCE.

IF YOU DO NOT AGREE, DO NOT SIGN AND DO NOT USE K9CATION SERVICES.

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## K9CATION MASTER CLIENT AGREEMENT & LIABILITY WAIVER (2026)

EFFECTIVE JANUARY 1, 2026

This Master Client Agreement & Liability Waiver ("AGREEMENT") governs all services provided by K9CATION LLC ("K9CATION," "WE," "US," OR "OUR"), including but not limited to boarding, daycare, grooming, training, rentals, events, and facility use.

This Agreement applies to all facilities, properties, and locations owned, leased, or operated by **K9cation LLC**, whether existing now or added in the future, including but not limited to the Hudson and Fort Lupton locations. Services, amenities, layouts, suite types, and operational practices may vary by location based on availability, staffing, safety considerations, and facility design.

BY CREATING AN ACCOUNT, ENTERING K9CATION PROPERTY, OR LEAVING A DOG IN OUR CARE, CLIENT AGREES TO ALL TERMS BELOW.

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### 1. CLIENT ELIGIBILITY & ACCOUNT REQUIREMENTS

CLIENT MUST BE AT LEAST 18 YEARS OF AGE AND THE LEGAL OWNER OR AUTHORIZED GUARDIAN OF THE DOG(S) LISTED.

ALL CLIENTS MUST MAINTAIN:

- AN ACTIVE ACCOUNT
- A SIGNED AGREEMENT ON FILE
- A VALID CREDIT CARD

ENTRY IS **BY APPOINTMENT ONLY**. UNAUTHORIZED ENTRY IS PROHIBITED.

**Payment authorization is irrevocable once services begin.**

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## **2. PRIVATE PROPERTY, ACCESS LIMITS & RIGHT OF REFUSAL**

K9CATION IS PRIVATE PROPERTY.

CLIENT MAY ACCESS **DESIGNATED PUBLIC SERVICE AREAS ONLY**. PRIVATE RESIDENCES, RESIDENTIAL YARDS, STAFF-ONLY AREAS, LIVESTOCK AREAS, AND NON-PUBLIC SPACES ARE STRICTLY PROHIBITED.

K9CATION RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REFUSE ENTRY, REMOVE ANY PERSON OR DOG, SUSPEND SERVICES, OR DENY FUTURE BOOKINGS FOR SAFETY, COMPLIANCE, OPERATIONAL, OR CONDUCT REASONS.

“K9CATION’s acceptance of a dog does not constitute a representation that the dog is safe or suitable for any activity.”

### **Aggressive Dogs & Bite History**

K9cation does not accept dogs with a known history of aggression toward people or with any documented or undisclosed bite history involving humans. Clients are required to fully disclose any prior incidents of biting, snapping, lunging, or aggressive behavior toward people before booking services.

Any dog that displays aggressive behavior toward staff, clients, or visitors, or whose bite history was not fully disclosed prior to arrival, may be immediately refused service or removed from the facility at the Client’s expense and without refund. Removal may occur at any time during the stay if safety concerns arise.

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### 3. HEALTH, VACCINATIONS & PACFA COMPLIANCE

CLIENT CERTIFIES ALL DOGS:

- ARE IN GOOD HEALTH
- MEET COLORADO LAW AND PACFA VACCINATION REQUIREMENTS

DOGS SHOWING SIGNS OF ILLNESS (INCLUDING COUGH, VOMITING, DIARRHEA, PARASITES) MAY BE REFUSED.

**NOT ELIGIBLE FOR SERVICES:**

- DOGS WITH ACTIVE GIARDIA
- DOGS WITH ACTIVE HEARTWORM DISEASE

SENIOR, SPECIAL-NEEDS, OR END-OF-LIFE DOGS REQUIRE **ADVANCE APPROVAL**.

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### 4. MEDICAL DISCLOSURE & BOARDING ELIGIBILITY

CLIENT IS RESPONSIBLE FOR DISCLOSING **ALL MEDICAL CONDITIONS, BEHAVIORAL ISSUES, AND MEDICATION NEEDS PRIOR TO BOOKING AND PRIOR TO ARRIVAL**.

FAILURE TO DISCLOSE IS A **MATERIAL BREACH** AND MAY RESULT IN REFUSAL OR MODIFICATION OF SERVICES AT CLIENT'S EXPENSE.

#### **MEDICATION & SUPPLEMENT LIMITATIONS**

- MEDICATIONS/SUPPLEMENTS MUST BE IN ORIGINAL, LABELED CONTAINERS
- **PER PACFA REGULATIONS, MEDICATIONS AND SUPPLEMENTS MAY NOT BE PLACED IN FOOD BAGGIES**
- FEES APPLY **PER ADMINISTRATION** (AM / MID-DAY / PM)
- NO INJECTABLE MEDICATIONS
- NO OVERNIGHT OR MIDDLE-OF-THE-NIGHT MEDICATION ADMINISTRATION

**DOGS REQUIRING INJECTABLE OR OVERNIGHT MEDICATION ARE NOT ELIGIBLE FOR BOARDING.**

K9CATION IS NOT A MEDICAL FACILITY.

**Medical Records & Disclosure Compliance**

Client acknowledges and agrees that complete and accurate disclosure of all medical conditions, behavioral concerns, medications, supplements, and care needs is required prior to booking and prior to arrival. Client further acknowledges that K9CATION will retain vaccination records, medical disclosures, medication logs, incident reports, and related care records as required by PACFA regulations and Colorado law. Failure to disclose or update required information constitutes a material breach of this Agreement.

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## **5. OPTIONAL / “AS-NEEDED” MEDICATION AUTHORIZATION**

CLIENT ACKNOWLEDGES THAT DOGS MAY MASK ANXIETY OR PAIN AND SYMPTOMS MAY APPEAR SUDDENLY.

CLIENT MAY ELECT:

- **SCHEDULED DOSING (RECOMMENDED) OR**
- **STAFF-DETERMINED “AS-NEEDED” DOSING**

IF CLIENT SELECTS “AS-NEEDED,” CLIENT ACCEPTS THE RISK THAT SIGNS MAY NOT BE OBSERVED PRIOR TO ESCALATION AND AGREES NOT TO HOLD K9CATION LIABLE FOR RESULTING BEHAVIOR OR INJURY.

IN CASE OF SEVERE ANXIETY, PANIC, PAIN, OR SAFETY RISK, CLIENT AUTHORIZES K9CATION TO ADMINISTER PRE-APPROVED MEDICATION IN GOOD FAITH AND NOTIFY CLIENT AS SOON AS REASONABLY POSSIBLE.

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## **6. EMERGENCY VETERINARY CARE AUTHORIZATION & PAYMENT**

CLIENT AUTHORIZES K9CATION TO OBTAIN VETERINARY CARE IF DELAY MAY RISK THE DOG’S HEALTH.

CLIENT AGREES TO PAY **ALL COSTS**, INCLUDING:

- VETERINARY FEES
- TRANSPORT
- STAFF TIME AND RELATED EXPENSES

**CARD-ON-FILE AUTHORIZATION:** CLIENT AUTHORIZES K9CATION TO CHARGE THE PAYMENT METHOD ON FILE FOR ALL EMERGENCY-RELATED COSTS.

NONPAYMENT MAY RESULT IN SERVICE SUSPENSION, COLLECTION, AND RECOVERY OF ATTORNEY'S FEES AND COSTS AS PERMITTED BY COLORADO LAW.

#### **Emergency Care Outcomes**

Client understands and agrees that emergency medical conditions may progress rapidly and that outcomes cannot be guaranteed. In the event of a dog's serious illness or death while in K9CATION's care, Client authorizes K9CATION to transport the dog to a licensed veterinarian or emergency facility as deemed necessary and agrees to be responsible for all associated costs, including veterinary services, transportation, staff time, and related expenses.

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## **7. GROUP PLAY & BEHAVIOR**

GROUP PLAY IS NEVER GUARANTEED AND IS SUBJECT TO ASSESSMENT.

#### **PER PACFA REGULATIONS:**

- UNALTERED DOGS OVER 18 MONTHS MAY NOT PARTICIPATE IN GROUP PLAY

CLIENT MUST DISCLOSE ANY HISTORY OF AGGRESSION, FIGHTS, BITES, ESCAPE, OR DANGEROUS DOG DESIGNATION.

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## **8. DOG BITES, REPORTING & OWNER RESPONSIBILITY**

CLIENT ACKNOWLEDGES DOGS ARE ANIMALS AND MAY ACT UNPREDICTABLY.

CLIENT AGREES THEY ARE RESPONSIBLE FOR INJURIES OR DAMAGES CAUSED BY THEIR DOG AS PERMITTED BY COLORADO LAW.

CLIENT UNDERSTANDS BITES MAY REQUIRE REPORTING OR QUARANTINE AND AGREES TO COOPERATE AND BEAR ASSOCIATED COSTS WHERE REQUIRED.

#### **Training Services Disclaimer**

Client acknowledges that dog training involves inherent risks and that results are not guaranteed. K9CATION makes no representations or warranties regarding behavior outcomes, duration of results, or future conduct of the dog. Client understands that training tools or techniques may be utilized at staff discretion for safety and handling purposes and agrees to assume all risks associated with participation in training services.

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## **9. CHILDREN & SUPERVISION**

CHILDREN MUST BE SUPERVISED AT ALL TIMES.

CHILDREN MAY NOT:

- PUT FINGERS THROUGH KENNELS OR FENCING
- ENTER DOG ENCLOSURES
- INTERACT WITH DOGS WITHOUT STAFF PERMISSION

FAILURE TO SUPERVISE MAY RESULT IN REMOVAL OR DENIAL OF SERVICES.

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## **10. PREMISES CONDITIONS, OUTDOOR ENVIRONMENT & ASSUMPTION OF RISK**

CLIENT ACKNOWLEDGES K9CATION IS A RURAL, OUTDOOR FACILITY WITH RISKS INCLUDING UNEVEN GROUND, GRAVEL, MUD, SNOW, ICE, WEATHER, GATES, FENCING, EQUIPMENT, ANIMALS, AND PARKING AREAS.

**THIS AGREEMENT APPLIES TO ALL AREAS OF THE PROPERTY**, INCLUDING PARKING LOTS, DRIVEWAYS, SIDEWALKS, WALKWAYS, ENTRANCES, GATES, DROP-OFF/PICK-UP ZONES, AND EXTERIOR AREAS.

CLIENT VOLUNTARILY ASSUMES THESE RISKS.

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## **11. PROPERTY DAMAGE & SPECIALTY SUITES**

CLIENT IS RESPONSIBLE FOR DAMAGE CAUSED BY CLIENT OR CLIENT'S DOG TO PROPERTY, FURNISHINGS, OR FIXTURES, INCLUDING VIP OR HOMESTYLE SUITES.

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## **12. LOST OR DAMAGED PERSONAL PROPERTY**

K9CATION IS NOT RESPONSIBLE FOR LOST OR DAMAGED PERSONAL ITEMS. K9CATION MAY SUBSTITUTE HANDLING EQUIPMENT (E.G., SLIP LEADS) FOR SAFETY.

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## **13. INFECTIOUS DISEASE & OPERATIONAL AUTHORITY**

K9CATION MAY ISOLATE DOGS, REQUIRE EARLY PICKUP, CANCEL ACTIVITIES, OR SEEK VETERINARY CARE DURING ILLNESS OR OUTBREAKS AT CLIENT'S EXPENSE.

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## **14. GROOMING SERVICES ACKNOWLEDGMENT & RELEASE**

Client acknowledges that grooming services involve inherent risks due to the use of sharp tools, the physical handling of animals, and the condition, temperament, and health of the dog.

### **Health, Behavior & Disclosure**

Client agrees to disclose any medical conditions, sensitivities, behavioral concerns, bite history, or prior grooming issues before services are provided. K9CATION reserves the right to refuse or modify grooming services if a dog cannot be safely groomed.

### **Matting, Coat Condition & Humane Handling**

Client understands that severely matted coats may require shaving or alternative handling for the safety and comfort of the dog. Client authorizes K9CATION to determine the most humane grooming method, including shave-downs, if de-matting would cause excessive stress, pain, or risk of injury. Client acknowledges that removal of severe matting may expose pre-existing skin conditions, irritation, sores, or parasites and agrees that such outcomes are not the result of negligence.

#### Stress, Injury & Medical Conditions

Client understands that grooming may exacerbate underlying medical or age-related conditions and that some dogs may experience stress, anxiety, or adverse reactions during or after grooming. K9CATION does not diagnose medical conditions but may recommend veterinary evaluation if concerns arise.

#### Accidents & Veterinary Care

While K9CATION uses reasonable care, accidents such as nicks, cuts, clipper irritation, or nail quicking may occur, especially with moving, matted, elderly, or sensitive dogs. Client authorizes K9CATION to seek veterinary care if deemed necessary and agrees to be financially responsible for all associated costs.

#### Aggression & Safety Measures

If a dog displays aggressive or unsafe behavior during grooming, Client authorizes the use of humane safety measures, including muzzles or restraints, or termination of the grooming session. Client acknowledges that full charges may apply if grooming is discontinued for safety reasons.

#### No Guarantee of Cosmetic Outcome

Client understands that grooming results may vary based on coat condition, dog behavior, and health and that cosmetic outcomes are not guaranteed.

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## **15. FORCE MAJEURE / EMERGENCY OPERATIONS**

K9CATION IS NOT LIABLE FOR DISRUPTIONS DUE TO EVENTS BEYOND ITS CONTROL AND IS AUTHORIZED TO TAKE REASONABLE ACTIONS TO PROTECT DOGS, INCLUDING RELOCATION OR EVACUATION.

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## **16. SECURITY CAMERAS & RECORDING**

CAMERAS ARE FOR SECURITY AND OPERATIONS ONLY AND DO NOT CREATE A DUTY TO MONITOR. FOOTAGE IS PRIVATE AND NOT RELEASED EXCEPT AS REQUIRED BY LAW.

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## **17. PAYMENT, COLLECTIONS & ATTORNEY'S FEES**



CLIENT AGREES TO PAY ALL CHARGES. NONPAYMENT MAY RESULT IN COLLECTION, INTEREST, AND ATTORNEY'S FEES AS PERMITTED BY COLORADO LAW.

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## **18. STAFF AUTHORITY & AGENCY**

K9CATION STAFF ARE AUTHORIZED AGENTS. STAFF CANNOT WAIVE POLICIES OR FEES WITHOUT WRITTEN EXECUTIVE MANAGEMENT APPROVAL.

CLAIMS SHALL BE DIRECTED **SOLELY TO K9CATION LLC**, NOT TO INDIVIDUALS.

### **Crating & Housing Authorization**

Client acknowledges and consents that dogs may be housed in suites, kennels, crates, or other appropriate enclosures as determined necessary by K9CATION staff for safety, feeding, rest, medical observation, transport, separation, or operational needs.

### **Group Housing & Interaction Authorization**

Client acknowledges and consents that dogs may interact with, be housed near, or participate in activities with dogs from other households where deemed appropriate by K9CATION staff. Client understands that group housing and interaction involve inherent risks and that participation is not guaranteed.

### **Behavioral Management & Safety Equipment Authorization**

Client acknowledges and consents that K9CATION staff may utilize reasonable, humane behavioral management tools or safety equipment, including but not limited to slip leads, training collars, muzzles, or other devices, when deemed necessary for the safety of the dog, staff, or others. Such use does not constitute training and does not create a guarantee of behavior outcomes.

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## **19. ABANDONMENT / FAILURE TO PICK UP**

### **Abandonment**

Any dog left at K9CATION beyond the agreed service period without communication or payment may be considered abandoned in accordance with Colorado law. Client agrees that K9CATION may pursue remedies permitted by law, including transfer to animal control or rehoming authorities, and Client remains financially responsible for all accrued charges.

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## **20. NO ORAL MODIFICATIONS**

NO VERBAL STATEMENTS MODIFY THIS AGREEMENT. WRITTEN MANAGEMENT APPROVAL REQUIRED.

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## **21. RELEASE OF LIABILITY, INDEMNIFICATION & ASSUMPTION OF RISK**

CLIENT RELEASES K9CATION LLC, ITS OWNERS, FAMILY MEMBERS, EMPLOYEES, AND AGENTS FROM LIABILITY FOR ORDINARY NEGLIGENCE WHERE REASONABLE CARE IS EXERCISED.

CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS K9CATION FROM CLAIMS ARISING FROM CLIENT, CLIENT'S DOG, OR ACCOMPANYING GUESTS OR CHILDREN.

This release applies regardless of whether injury, illness, loss, or damage is observed immediately or discovered after services have concluded.

Client acknowledges and assumes the risk of injury caused by dogs owned by other clients while on K9CATION property and agrees that K9CATION is not responsible for injuries caused by dogs not owned or controlled by K9CATION.

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## **22. ARBITRATION & WAIVER OF JURY TRIAL**

### **Arbitration Agreement**

Client and K9CATION agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the services provided, the care of Client's dog(s), or Client's relationship with K9CATION shall be resolved exclusively through binding arbitration and not in a court of law, except as otherwise required by applicable law.

### **Waiver of Jury Trial**

Client knowingly and voluntarily waives the right to a trial by judge or jury for any claim arising out of or relating to this Agreement or K9CATION services.

### **Arbitration Procedure**

Arbitration shall be conducted in the State of Colorado by a neutral arbitrator in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed arbitration service. The arbitrator shall have authority to award any relief available under applicable law, subject to the limitations set forth in this Agreement.

#### Costs & Fees

Each party shall bear its own attorney's fees and costs, except as otherwise required or permitted by law or expressly stated in this Agreement.

#### Survival

This arbitration provision shall survive termination of this Agreement and the conclusion of services.

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## **23. GOVERNING LAW & SEVERABILITY**

COLORADO LAW GOVERNS. IF ANY PROVISION IS UNENFORCEABLE, THE REMAINDER STANDS.

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## **24. KNOWING & VOLUNTARY EXECUTION**

CLIENT AFFIRMS THIS AGREEMENT WAS READ, UNDERSTOOD, AND SIGNED VOLUNTARILY.