

Furry Companion Waiver Form (Dogs Only)

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

As a guest with a DOG staying at The Lodge at Breckenridge, I acknowledge and understand that there are risks associated with having a pet residing with me at a hotel. These risks include, but are not limited to, injuries suffered by the DOG while a guest in the hotel and physical injuries or death suffered by other guests by actions of the DOG. In consideration of allowing the DOG to stay in the hotel, I hereby agree to **ASSUME ALL RISKS** associated with the dog's presence on the premises of the hotel.

At all times when the dog is left alone, I will place the 'DND' sign on the outside of the door. I understand and agree that hotel employees **will not enter the room and perform daily housekeeping services** until arranged with the front desk to ensure safety standards. I acknowledge that it is my sole responsibility to **keep the dog leashed** while outside my hotel room. I also understand that any of the dog's behavior is my responsibility and that **all noise complaints due to dogs will result in a phone call from the front desk**. I acknowledge that it is my sole responsibility to **take care of the noise problem in a prompt manner by returning to The Lodge**

Additionally, I agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY**, The Lodge at Breckenridge, its affiliated organizations, companies, and parent companies, and all their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter to a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the pets stay at the hotel. **This includes claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** I agree to take full responsibility for any injury, loss, or death to the pet, the hotel, myself, or any guests, employees, or other person on the hotel premises. By signing this release, I **AGREE NOT TO SUE ANY RELEASED PARTY** and agree I am releasing any right to make a claim or file a lawsuit against any **RELEASED PARTY**.

I further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for all claims that I or a third party may make arising from the pet's presence on the hotel premises. I agree to pay all costs and attorney fees incurred by any **RELEASED PARTY** in defending a claim or suit brought because of the dog's presence on the premises.

I agree to pay a **NIGHTLY DOG FEE** and further agree to pay all costs of damage to the person or property that the pet may cause. **Dogs are not allowed on furniture or bedspreads.** Any violation of this will result in additional fees beginning at \$100.00.

I agree that any claims arising from the pet's presence on the hotel premises shall be **GOVERNED BY THE COLORADO LAW** and **THE EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT FOR SUMMIT COUNTY** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

By signing this agreement, I represent that I am at least 18 years of age.

This release shall be binding to the fullest extent permitted by law. Any part of this release is deemed to be unenforceable; the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the undersigned.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name

Signature

Date

Cell Phone Contact: _____ Dog's Name _____