



(607) 252-4949
thebarksvilleinn.com

NEW GUEST INFORMATION FORM AND LIABILITY WAIVER

Dog Owner's Name: _____ Date: _____

Full Address: _____

Phone: _____ (H/W) Cell Phone: _____

Email: _____ How did you hear of us? _____

Who, other than owner(s) listed, is authorized to pick up your pet from The Barksville Inn, if anyone?

Dog's Name: _____ *(please complete for each dog separately)*

Breed: _____ Color: _____ Weight: _____ (Est.)

Age: _____ Date you acquired dog: _____ From where: _____

Local Veterinary: _____

Answers to the following questions will better help us care for your dog (please circle):

Is dog spayed/neutered?	Yes	No
Has your dog ever been crated?	Yes	No
Has your dog ever climbed a fence?	Yes	No
Has your dog dug under a fence?	Yes	No
Has your dog ever figured out how to get out of a fence?	Yes	No
Does your dog like to chew on harness or the leash?	Yes	No
Is your dog currently on a monthly flea/tick treatment?	Yes	No
Is your dog currently on a monthly heartworm treatment?	Yes	No

Does your dog have any old or current injuries? Yes No

If Yes, please explain: _____

Has your dog ever bitten someone? Yes No

If Yes, please explain: _____

How does your dog react to other dogs (bigger and smaller / younger and older)? _____

Is your dog food or toy aggressive?

Yes

No

If Yes, please explain: _____

Does separating them at meal time help? _____

Does your dog have any problems in any of the following areas: (if so, describe circumstances)?

Dominant/Submissive to larger/smaller dogs: _____

Separation Anxiety: _____

Digging or Fence Jumping: _____

Barking: _____

Other comments about your dog which you feel might be useful?

Thank you

The Barksville Inn

Please Note: Answers/statements made by Pet Owner above are deemed to be made in good faith by the said Pet Owner, or authorized agent, and are deemed "For Internal Use Only." The Barksville Inn will not share and/or disclose provided information with any third party for any reason other than Court Ordered. Forms older than three (3) years old will be shredded/destroyed in accordance with Standard Business Practices.

Please contact Kevin Kirby at The Barksville Inn via (607) 252-4949 or kevin@thebarksvilleinn.com with any questions and/or updates to any information provided here within.

THE BARKSVILLE INN 10 FLAT IRON ROAD BROOKTONDALE, NY 14817

(607) 252-4949 WWW.THEBARKSVILLEINN.COM



OWNER LIABILITY AGREEMENT

1. Pet Owner understands that The Barksville Inn LLC is owned, managed and staffed by fellow dog owners who wish to provide a cage-free affordable alternative to traditional boarding kennels. The Inn is classified as a Home-based small business and does not classify as a "kennel" under New York State law.
2. Pet Owner understands the concept of cage/kennel-free dog daycare, group play, and overnight boarding is to allow dogs to socially interact, off-leash, with both humans and dogs within our home, back deck area and fenced-in back yard. Dogs in supervised group play will romp, run, play, swim and sleep at their leisure. Owners acknowledge that there is always a possibility of injury resulting from rough play or fights between dogs. The Pet Owner agrees that any injury to their dog and/or injury to another dog caused by their dog during their pups stay at the Inn shall be their sole responsibility and shall not bring any liability and/or damages lawsuit, etc. of any type on the part of The Barksville Inn LLC or the owners, officers, agents, staff, volunteers or contractors.
3. Pet Owner authorizes The Barksville Inn to seek emergency medical attention for Owner's pet(s) should The Barksville Inn deem it necessary. Pet Owner takes full responsibility for all medical expenses for and caused by their pet(s). Pet Owner authorizes and gives permission for The Barksville Inn to discuss and/or receive Owner's pets' medical records or discuss the medical condition at hand on Pet Owners behalf until such time as Pet Owner arrives and/or is able to assume control of the situation. The Barksville Inn will make every effort possible to contact Pet Owner before obtaining any care; however, this form serves as the authorization if The Barksville Inn deems it necessary to obtain veterinarian care for Pet Owners dog regardless. The Pet Owner is responsible for veterinarian expenses and transportation, whether the owner was reached in advance.
4. Pet Owner acknowledges and is aware that the owners and staff of The Barksville Inn are not veterinarians, do not have explicit backgrounds in animal medicine and, under no circumstances, expected to diagnose, detect and/or treat illnesses in the animals that are staying at The Barksville Inn. Pet Owner acknowledges and agrees that they are assuming all risk of illness, disease, harm or otherwise to their pet by allowing their pet to stay at The Barksville Inn, a cage-free communal living dog boarding home.
- 5.. The Pet Owner understands that they are responsible for any harm caused by Pet Owners dog(s) while he/she is at The Barksville Inn. The Barksville Inn assumes no liability for loss or damage from disease, sickness, death, running away, theft, fire, and injury to persons, other dogs or property by Pet Owners dog(s) or other unavoidable causes. Pet Owner hereby releases The Barksville Inn of any liability and Pet Owner further agrees to indemnify and hold harmless The Barksville Inn against any and all claims arising from Pet Owners dog's attendance and participation at The Barksville Inn, including but not limited to, all costs, attorney fees, expenses and liabilities in connection therewith. Pet Owner further understands and agrees that any problem which develops with Pet Owners dog(s) will be treated as deemed best by staff of The Barksville Inn, at their sole discretion, and that Pet Owner assume full financial responsibility for any and all expenses involved.
6. Pet Owner represents and guarantees that all information regarding herein is accurate to the best of their ability. The Barksville Inn reserves the right to deny entry or remove from the premises any dog at their sole discretion to ensure the safety of all dogs, its owners, employees, contractors and/or agents.
7. The Pet Owner agrees that this Agreement and Release remains in full force and effect each and every time in the future the Pet Owner brings the Pet Owner's dog or dogs to The Barksville Inn for any of the services provided or until a new agreement is signed by both Parties.
8. Pet Owner gives permission to The Barksville Inn LLC, its owners, employees, contractors and/or agents, to use photographs of my pet for marketing/promotional purposes without compensation thereof.

9. This Agreement shall be continuing and contains the entire agreement between the parties. All terms and conditions of this Agreement shall be binding on the heirs, administrators, personal representatives and assigns of the Owners and The Barksville Inn LLC, its owners, employees, contractors and/or agents. This Agreement is governed by the laws of the State of New York, without regard to its conflicts of law principles. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect until a new agreement is signed by both Parties

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this Agreement, shall be settled by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall, as part of the award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party. The arbitrator shall not be authorized to assess special, punitive, indirect, or consequential damages against either party.

BY SIGNING BELOW, PET OWNER AGREES THAT HE OR SHE IS THE LEGAL OWNER OR ACTING AGENT OF THE ABOVE-MENTIONED CANINE(S), THAT ALL STATEMENTS PROVIDED HEREIN ARE TRUE AND ACCURATE, TO THE BEST OF YOUR ABILITY, HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE LEGALLY BOUND BY ITS TERMS HEREWITHIN.

PET OWNER

Signature: _____

Printed: _____ Date: _____

PET OWNER(S)

Signature: _____

Printed: _____ Date: _____

THE BARKSVILLE INN

Kevin T. Kirby, as registered agent
Barksville Inn LLC
DBA: The Barksville Inn
10 Flat Iron Road
Brooktondale, NY 14817
(607) 252-4949
EIN# 81-3278040