



## NEW GUEST INFORMATION FORM AND LIMITED LIABILITY WAIVER

Dog Owner's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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 four-legged family member:

Is your dog spayed/neutered?	Yes	No
Do you crate/kennel your dog during the day?	Yes	No
Do you crate/kennel your dog during the night?	Yes	No
Has your dog ever climbed a fence?	Yes	No
Has your dog ever dug under a fence?	Yes	No
Has your dog ever figured out how to get out of a fenced area?	Yes	No
Has your dog ever opened a gate or door?	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 Food Allergies (that you know of) Yes                  No

If Yes, please explain: \_\_\_\_\_

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

If Yes, please explain: \_\_\_\_\_

Has your dog ever bitten someone / another dog? 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 at meal time help? \_\_\_\_\_

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

Separation Anxiety: \_\_\_\_\_

Excessive 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.



## LIMITED LIABILITY WAIVER

1. Pet Owner acknowledges that The Barksville Inn is owned and operated by a fellow dog owners who are opening their home to provide a more home-like, cage-free alternative to a traditional boarding kennel. Pet Owner accepts the owners, managers and staff of The Barksville Inn are not veterinarians, do not have explicit backgrounds in animal science, animal medicine or animal behavior and, under no circumstances, are expected to diagnose, detect and/or treat any illnesses or behavioral issue 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, injury or loss to their dog by allowing their dog to stay at The Barksville Inn.
2. Pet Owner fully understands there are inherent risks to dogs participating in cage/kennel-free dog care, group play and overnight boarding whereby dogs are able to socially interact, freely/off-leash, with other dogs and humans, in an open setting. Dogs, even in supervised group play, will romp, run, play, swim, nibble, bite, roll, nap and rest at their leisure and thus, there is always a possibility of injury.
3. Pet Owner agrees and accepts that they remain solely responsible for their dog; including, but not limited to any injury or harm of their dog, injury or harm to another dog caused by their dog and/or injury or harm to any humans caused by their dog during their dog's daycare, overnight boarding or visit to The Barksville Inn property and/or in the care of The Barksville Inn owners, managers and staff shall be their sole responsibility. Pet Owner further agrees and accepts that they shall not bring any liability, cause and/or damages lawsuit, threat of lawsuit, attempt to remedy action, etc. of any type, on or against, the owners, managers and staff of The Barksville Inn.
4. Pet Owner authorizes The Barksville Inn to seek emergency medical attention for Owner's dog should The Barksville Inn deem it necessary. Pet Owner takes full responsibility for all medical expenses for and caused by their dog. 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 or not.
5. Pet Owner is fully aware that they are responsible for any harm caused by the dog while at The Barksville Inn and/or in the care of The Barksville Inn owners, managers and/or staff. 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 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, its owners, managers and staff, against any and all claims arising from Pet Owners dog 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 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. New York State requires by law the compulsory vaccination against rabies of all domestic dogs 3 months and older... [PHL, Art 21, Title 4, § 2141] Pet Owner attests that their dog is in compliance with, or will be at the time of their first service at The Barksville Inn, this and all other state, county and local laws regarding domesticated animals.
7. Pet Owner gives permission to The Barksville Inn, its owners, managers and staff, to take, post and use photographs of any guests at The Barksville Inn for marketing/promotional purposes without compensation thereof. The Barksville Inn will remove any photographs at Pet Owners written request.
8. Pet Owner agrees to pay, in full, the published service fee for the service provided at the conclusion of the stay. Pet Owner consents to The Barksville Inn's adherence to the Association of Credit and Collection Professional's guidelines for collection procedures of any invoices greater than 90 days outstanding. Any alternative payment method by and between The Barksville Inn and Pet Owner, including but not limited to, any payment plan, discount, in-kind or no-charge services and/or any change from the published service fee for services must be approved by the Innkeeper, in writing, prior to the start of said services.

9. Pet Owner fully accepts The Barksville Inn retains the right to refuse service and/or cancel any service, at any time, should they, at their sole discretion, find any dog poses a safety risk to other dogs or humans, including but not limited to, the owners, managers staff and visitors of The Barksville Inn. Service may also be refused if Pet Owner fails to disclose, falsifies and/or withholds information from The Barksville Inn about any health or behavior issues (ie. falsifying rabies vaccination date or withholding past biting incidents). Pet Owner further agrees to follow all rules, signs and instructions of The Barksville Inn, its owners, managers and staff, while on property, or risk denial of service..

10. Pet Owner agrees that this Agreement and Release remains in full force and effect each and every time that Pet Owner brings their dog to The Barksville Inn for any of the services provided or until a new Agreement is signed by both Parties.

11. 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 THEY ARE THE LEGAL OWNER OR ACTING AGENT OF THE ABOVE-MENTIONED DOG, THAT ALL STATEMENTS PROVIDED HEREIN ARE TRUE AND ACCURATE, TO THE BEST OF YOUR ABILITY, AND YOU HAVE 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 LLC

Kevin T. Kirby, *as registered agent*  
Barksville Inn LLC a.k.a The Barksville Inn  
a registered Limited Liability Corporation in the State of New York  
89 Goodman Road  
Groton, NY 13073  
(607) 533-0252

EIN# 81-3278040