

## **Services Agreement and Limited Waiver of Liability**

In consideration of Petaluma Equine P.C. ("Petaluma Equine") providing boarding and/or Veterinary Care Services, including, but not limited to, diagnostics, treatments, including musculoskeletal manipulation and acupuncture (alternative, non standard veterinary therapies), surgery, hospitalization, rehabilitation, and ancillary procedures for Horse Owner's horse or horses, Horse Owner agrees as follows:

- A. Horse Owner authorizes Petaluma Equine to perform Veterinary Care Services and/or provide boarding services for Horse Owner's horses as requested by Horse Owner or by Horse Owner's veterinarian or other authorized agent listed below.
- B. Horse Owner agrees to pay for such services at the time of service or upon receipt of invoice. All account balances 30 days past due from date of service or invoice shall accrue a service charge of 1.5% per month until paid in full.
- C. In the event the horse requires veterinary care in excess of what the horse is scheduled to receive due to unforeseen or emergent circumstances, including emergency surgery, Petaluma Equine and Circle Oak Rehabilitation will contact your emergency contact on file.

If Horse Owner or the designated veterinarian or other authorized agent cannot be reached or does not respond within a reasonable time under the circumstances, Petaluma Equine is hereby authorized to use its best judgment as to what treatment is in the best interests of my horse and to provide appropriate veterinary services, or, as my agent, to retain another available licensed veterinarian to care for my horse. Any fees charged by the veterinarian so retained shall be for my account as Horse Owner.

### **Limited Release and Waiver of Liability**

1. Horse Owner (on behalf of himself/herself and his or her, agents, assigns, heirs, executors, administrators, invitees, and children ("Horse Owner") understands, acknowledges and agrees that:
  - a. Horses and equine facilities are by their nature potentially dangerous and pose safety risks to person and property and Horse Owner assumes the risk of such dangers and risks;
  - b. Horses are prone to accidents, injuries, illness, colic, infection, lameness, death and numerous other conditions and events such as fire, earthquake, theft, escape etc. for which Horse Owner assumes the risk;
  - c. Veterinary medicine is not an exact science and sometimes the results of treatment or diagnostics result in unexpected or unsuccessful outcomes; Petaluma Equine does not, and cannot, offer any guarantees or warranties that its treatments or diagnostics will always be successful or will not cause unexpected complications;
  - d. Horse Owner hereby releases and holds harmless Petaluma Equine and its owners, agents, affiliates, assigns, servants and employees (hereinafter "Petaluma Equine") from any liability, present or future, known or unknown, on account of personal bodily injury and/or loss or damage to personal property, and/or injury, damage or loss with respect to Horse Owner's horses which may accrue as a result of, or during, Horse Owner's presence on Petaluma Equine facilities or from or during Petaluma Equine and Circle Oak Equine's care, custody or control of Horse Owner's horses or its provision of boarding and/or Veterinary Care Services, EXCEPT for injuries, damages or losses caused solely by the gross negligence or willful misconduct of Petaluma Equine; and
  - e. Horse Owner acknowledges that he/she understands the following statutory language of Section 1542 of the California Civil Code:

'A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.'

and having been so apprised, Horse Owner specifically waives any right he/she may have under Section 1542 of the California Civil Code as to unknown or unsuspected claims.

2. Horse Owner is encouraged to carry appropriate insurance on his/her horse[s] and personal property.
3. Horse Owner understands that hospital support personnel, including other Petaluma Equine veterinarians, veterinary technicians and veterinary assistants, will be assigned care and treatment tasks as deemed appropriate by the principal veterinarian or the Medical Director of Petaluma Equine.
4. This Services Agreement and Waiver of Liability shall be construed and interpreted under the laws of the State of California and can only be amended or modified by an agreement in writing signed by the parties. If any portion of this Agreement is held to be unenforceable, each of the remaining terms thereof shall nevertheless remain in full force and effect.
5. Should any dispute arise relating to the subject matter of this Services Agreement and Waiver of Liability, the parties agree to submit the dispute to binding arbitration in Sonoma County, California, pursuant to the rules of JAMS. All costs of such proceedings shall be advanced by each party pro rata. Reasonable attorney's fees and costs shall be awarded to the prevailing party as part of the arbitration.