

CLIENT LIABILITY SURGERY RELEASE FORM

READ THIS CAREFULLY AS THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO TAKE LEGAL ACTION AGAINST CVP dba NDVH AND RELATED PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. IF NEEDED, SEEK THE ADVICE OF LEGAL COUNSEL.

In consideration for my pet being permitted to be hospitalized at CVP dba NDVH for any and all medical conditions, surgeries or procedures, I make the following representations and agree to all of the following policies, procedures, terms and conditions.

- My pet is current on all vaccinations and free of ticks, fleas and parasites. If my pet is not current on vaccines, I shall assume all risk and responsibilities financially and personally if my pet is exposed to any illness while under the care of CVP dba NDVH and vaccines will be required. If my pet has fleas/ticks or parasites, I am aware the hospital will need to treat my pet to prevent the spread of these conditions to other animals and to protect my pet. If my pet should become ill or need further treatment/hospitalization while being hospitalized, I assume full financial responsibility.
- Client Surgery Liability Release: I understand that the Doctors and Staff of North Davidson Veterinary Hospital will use all reasonable precautions against injury, escape, or death of my pet. I understand that all anesthesia/surgery involves some inherent risk to my pet. I will not hold the doctors or staff liable under any circumstance for the injury/loss/death of my pet.
- If I abandon my pet at CVP dba NDVH, ten (10) days after my pet is ready for release, I fully understand CVP dba NDVH becomes the legal owner and guardian of the pet. If CVP dba NDVH does not receive notification from me or notified of my willingness to pick-up my pet by a personal representative or me, it will be the sole discretion of CVP dba NDVH to determine how to proceed with the abandoned pet. I further understand I will have **NO RECOURSE** against CVP dba NDVH as stated above for the abandonment of my pet.
- All hospitalizations will require a **minimum deposit of \$350.00 or more, due at check-in, with the balance due at check-out.** Certain hospitalizations (parvo, coccidian, heartworm, fractures and others) will require maximum deposits and/or the balance due at check-out. I have disclosed, and will continue to disclose, all medical conditions for my pet, including, but not limited to, personality or medical concerns that may affect my pet. **Cancellations must be made forty-eight (48) hours in advance of the scheduled surgery date. I understand that I will be charged a**

cancellation fee if I fail to notify CVP dba NDVH forty-eight (48) hours in advance.

- I fully understand that there are inherent and potential risks involved with the interaction between humans and other pets which may result in property damage or bodily injury, including but not limited to, permanent disability, sickness or death to humans or pets. There may be other risks not known to me nor readily foreseeable at this time (collective risks) I fully accept and assume all liability and responsibilities for all risks, including without limitation, all losses, cost and damages incurred as a result of my pet, including veterinarian expenses incurred on behalf of my pet for sickness, illness or injury. I fully understand my pet will be in a Veterinary facility and there are inherent risks of exposure to disease and other illnesses. CVP dba NDVH does not assume any liability, understanding the risks; I agree to incur all expenses that may arise. I agree to allow CVP dba NDVH, at the sole discretion of the Veterinarian on staff, to administer medical treatment for my pet if it becomes ill or exhibits any signs of behavior that would reasonably suggest it needs medical treatment.

I HAVE READ AND FULLY UNDERSTAND THE TERMS, CONDITIONS AND POLICIES AND RELEASE CVP dba NDVH FROM LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT AND IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THAT THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT IT IS INTENDED THAT ALL TERMS OF THIS AGREEMENT CONTROL DESPITE ANY PARTICULAR STATUTE OR LAW THAT WOULD OTHERWISE PROTECT ME OR MY PET.

Owner/Client Signature: _____

Printed Name: _____ **Date:** _____

CVP dba NDVH Representative Initials: _____ **Date:** _____