

## Animal Medical Power of Attorney

*Paws-A-Moment will make every effort to contact you in the event of a medical emergency involving your pet. However, if we should be unable to reach you, we will need formal authorization to request care for your pet on your behalf. Please review the following Animal Medical Power of Attorney, and if acceptable, sign below.*

I, the undersigned owner, hereby designate Paws-A-Moment, LLC (PAM) to act as my attorney-in-fact and to act in my name for the emergency medical benefit of my pet upon the terms and conditions outlined below.

**1. Effectiveness.** This Animal Medical Power of Attorney shall become effective in the case of medical emergency requiring immediate care for my pet during my absence or if deemed necessary to preserve the life or well being of my pet.

**2. Powers.** By the execution of this Animal Medical Power of Attorney, it is my intention that my Attorney-in-fact shall have authority to make all the

emergency healthcare decisions for my pet to the same extent I would, including but without limitation, the following: to employ and discharge medical personnel; to execute documents; to provide written consents/releases for treatment; to obtain and administer prescribed medications; and to incur reasonable and necessary fees and costs in carrying out the powers and duties under this document that shall be reimbursed by me upon demand by PAM.

**3. Indemnification.** I shall hold harmless and indemnify my attorney-in-fact from all liability for acts done in good faith.

### Assumption of Risk, Release and Indemnification

**1. Assumption of Risk.** I understand and acknowledge that pets can be extremely unpredictable in behavior and while PAM performs its services, the chance of injury to my pet is possible. I assume all risks related to PAM's services to my pet (with the exception of gross negligence of PAM), including but not limited to: illness; bodily injury; death; theft; bites; collisions with vehicles; natural disasters; the unavailability of emergency medical care; or the negligence or deliberate acts of third parties.

**2. Release of Liability.** I agree not to sue and to release from liability PAM, its officers, owners, agents, employees and other persons or entities involved with the services offered by PAM, from all actions, claims or demands for injury, loss or damage regardless of the cause.

**3. Indemnification.** I understand and acknowledge that pets can be extremely unpredictable in behavior and my cause damage to third parties for which

PAM could be held liable. I agree to bear any and all damages, losses, liabilities, demands and expenses, including legal and professional fees PAM may incur as a result of any damage caused by my pet, and I agree to defend, and hold PAM harmless from any liability thereon.

IT IS THE INTENTION OF THE PARTIES TO THIS AGREEMENT THAT THE FOREGOING RELEASES SHALL BE EFFECTIVE AS A BAR TO ALL ACTIONS, FEES, DAMAGES, LOSSES, CLAIMS, LIABILITIES, DEMANDS OR DEBTS WHATSOEVER, OR ANY NATURE OF KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING OUT OF THE PERFORMANCE OF PAM'S SERVICES. THE PARTIES TO THIS AGREEMENT EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT IN ACCORDANCE WITH EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS.

I understand that this Agreement contains an Animal Medical Power of Attorney, release of liability and contract between Paws-A-Moment and me and I am signing this agreement of my own free will. If any part of this Agreement is deemed unenforceable, all parts shall be given full affect to the extent possible. If there is a dispute between the parties relating to this Agreement, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate and arbitration proceedings), including the attorney fees incurred therein. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior presentations and understandings, whether oral or written. This Agreement may be modified only by writing and signed by both parties.

Owner/Client \_\_\_\_\_ Owner/Client \_\_\_\_\_ Date \_\_\_\_\_