



**Terms and Conditions, Release of Liability,  
Assumption of Risk and Indemnification Agreement**

I understand that my dog must be on a **static leash** of a maximum of six feet in length at all times while on a tour unless in my hotel room or in a designated dog park which is fenced in. I understand that retractable leashes (leashes that spool or extend in and out) are **not permitted on the tour at any time** and that if I fail to comply with this leash policy at any time I will be removed from the tour and I will be responsible to arrange my travel at my own expense and further that I waive reimbursement or compensation of any funds paid for my tour.

I understand and agree to not bring and distribute treats to my or any other dog during the tour while with or around the tour group or any of its members. I understand that this is a serious safety issue and that many otherwise well-behaved dogs may have food aggression issues and that treats may trigger them or even trigger my or another dog to respond to the food aggressive dogs energy inappropriately.

I agree that I am wholly responsible for myself and my pet and I will personally and fully compensate out of my own resources HTT, its employees, officers, contractors, suppliers, and/or other Tour participants for any and all damages that I or my pet do to the vehicles, equipment, property, persons, pets or possessions of the aforementioned parties. I also agree to provide a copy of my renters or homeowners insurance to HTT as part of the booking process.

I understand that Travel protection/ trip insurance, while not required in order to travel with Happy Tails Tours, LLC, is **strongly recommended**, and that in order to participate in any overnight tour, I am required to complete the HTT Travel Insurance and Waiver document and provide proof of insurance or indicate that I am declining to purchase travel insurance and sign the waiver. I agree to comply and that if I fail to comply I will not be allowed to join my tour and that I am fully responsible for all costs and forfeited expenses.

1. TOUR AND ASSOCIATED RISKS - I have chosen to participate in this tour (hereinafter referred to as "the Tour"), which is organized by Happy Tails Tours, LLC, doing business as Happy Tails Canine Adventure Tours (hereinafter referred to collectively as "HTT"). I understand that:

- The Tour involves or may involve activities that are inherently hazardous, including but not limited to those described in our website or any documents, videos or other sources provided by HTT;
- During the Tour, I and my dog/s may be exposed to dangers and hazards, including wild animals, equipment failures and negligence by others;
- As a consequence of these risks, I or my dog/s may be seriously hurt or disabled or may die from the resulting injuries, and that my property may also be damaged;
- Hospital and/or veterinary facilities, qualified medical and/or veterinary care, and emergency medical evacuation may be limited or unavailable during portions of the Tour and, where available, may be expensive; and

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- HTT assumes no responsibility for providing medical care during the Tour, and I will have to pay for any medical or veterinary care and/or evacuation that I or my dog/s incur. In consideration of the permission to participate in the Tour, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS - I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me, my pets or my property as a result of my participation in the Tour-including any risks caused by the negligence of HTT, its employees and officers, its contractors, and other Tour participants.

I acknowledge that animals and people will, and are encouraged to socialize and exercise while participating in a tour or activity with HTT and that injury to pets, owners and their guests are a reasonably foreseeable consequence. I agree to assume all risks and hazards inherent of participating in the tour or activities of HTT and a pet oriented environment, including but not limited to, injuries caused by other animals. This assumption of the risk on my part will effectively release HTT of all claims resulting from such injuries and harm. Furthermore, I understand that this assumption of risk and release of claims will extend to my guests and any agents involved with HTT on my behalf. I will fully notify said persons of the inherent risk of participating in the tour or activities of HTT, and will not allow their presence unless they have also agreed to waive their right to pursue claims resulting from such injuries or harm. I acknowledge that HTT will not be responsible for any injuries or harm originating from my pet or my person, including both acts and omissions. Said waiver and acknowledgement shall also extend to my guests and any agents involved with HTT on my behalf. I agree to indemnify HTT for any and all costs, damages, claims or expenses, including reasonable attorney fees, that may result from such injuries or harm. I agree to relieve HTT of any and all costs, damages, claims, or expenses that may arise from my use and my pet's use of HTT facilities, activities or its tours, including but not limited to, incidents associated with the walking and transportation of my pet. Said waiver and agreement shall also extend to my guests and any agents involved with HTT on my behalf.

I have read and understood the Rules and Policies of HTT and I ensure the discipline and conduct of my pet in accordance with said rules and policies. I acknowledge that HTT reserves the right to refuse the admittance to and participation in its tours, activities, transportation, facilities etc., at HTT's sole discretion to any person or pet it has deemed unqualified to participate in its tour program and related activities, including the right to remove myself or any person or pet/s at any time during the course of a tour that HTT deems unqualified to participate. Conduct that can preclude the removal of a person or pet from HTT and its tours, activities, transportation, facilities etc., includes, but is not limited to, people or pets that act aggressively, threateningly or irrationally, have poor hygiene or behavior as to be offensive, exhibit a lack of discipline, exhibit destructive behavior, or pose a threat, whether perceived or realized, to other animals or persons. I understand that if I am removed for any reason during the course of a tour I will be responsible to arrange my travel at my own expense and further that I waive reimbursement or compensation of any funds paid for my tour.

3. ASSUMPTION OF LIABILITIES AND RESPONSIBILITY - I understand that I am responsible for all damages or injuries caused by myself or my pet during the course of the

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tour and that I will voluntarily make necessary and appropriate reparations, monetary or otherwise. I authorize Happy Tails Tours, its principles, agents and employees, hereinafter "HTT", to maintain on file the information I tendered for payment and to charge services rendered by or my expenses covered by HTT against said card. These charges shall include, but are not limited to, repair/replacement/cleaning of any damage done by myself or my pet/s to the property of HTT, its clients, or "Released Parties", medical or veterinary bills resulting from actions of myself or my pet/s to "Released Parties", day care, boarding, bathing, training, grooming, and veterinary care as required. All charges will be directly related to the care of or damages caused by myself or my pet.

I agree to pay HTT reasonable attorneys fees and all costs and other expenses incurred in any collection or attempted collection(whether or not litigation is actually commenced by HTT) related to obligations assumed by my person under the terms of this agreement.

I certify that I am the lawful owner of the animal(s) that are accompanying me on the tour. I also certify that I am authorized to make decisions about my animal(s)'s health and safety. I explicitly state in signing this contract that my pet has not been, nor will be exposed to rabies, distemper or any other disease within a thirty-day period prior to participating in any HTT tour or activity.

I agree to inform HTT, to the best of my ability, when my pet is in heat. I understand that while my pet is in heat, she cannot participate in any HTT tours or activities and that standard HTT cancellation policies apply. I understand and agree that if my pet comes into heat during the course of a tour I will be asked to leave the tour and arrange my further travel at my own expense and further that I waive reimbursement of any funds paid.

I attest my pet is fully vaccinated against rabies, Bordatella, distemper and Parvo and that I have provided HTT with a valid vaccination certificate. If, for whatever reasons, I fail to vaccinate my pet, I take full responsibility for any and all consequences resulting from such. This includes, but is not limited to, consequences impacting my pet, myself, other persons and other animals. I understand that most veterinarians recommend that puppies not be exposed to other dogs until they have had at least two sets of puppy vaccinations and that three sets is preferred. I release HTT from any and all liability stemming from my pet's contraction of any illness or disease resulting from its exposure to other animals or persons while participating in any tour or activity with HTT. This release extends to illnesses and diseases acquired both on and off HTT premises, vehicles, or the property of any of our destinations

4. **WAIVER AND RELEASE OF LIABILITY** I hereby WAIVE AND RELEASE ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS against HTT, its employees, officers, directors, suppliers, vendors, clients and contractors ("Released Parties"), where such LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS arise in any way from any injury, death, loss or harm (whether foreseen or unforeseen) that occur to me or to any other person or to any pet or property during the Tour or are in any way related to the Tour. This release includes, but is not limited to, claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that North Carolina law does not permit to be released by agreement. I also agree NOT TO SUE

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or make a claim against the Released Parties for death, injuries, loss, or harm that occur on the Tour.

5. INDEMNIFICATION HOLD HARMLESS AND DEFENSE I promise to INDEMNIFY, WARRANT, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise from my acts or acts of my pet, or my failure to act (including my own negligence) during or relating to the Tour. In accordance with this promise, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

#### 6. PURCHASE, CANCELLATION AND REFUND POLICY

- Your purchase does not automatically guarantee a reservation. Your purchase will be confirmed via email within one to two business days. The cancellation fee policy will take effect once you submit your reservation. If your purchase cannot be confirmed for any reason, we will fully refund your purchase without any additional charges. We recommend each customer read and review the cancellation policy and consider purchasing a travel insurance policy. Due to the nature of doing Canine Adventure Tours, costs for transportation and lodging are generally higher and thus our policy is such in order to ensure that trips run, even with cancellations.

##### What CAN be Refunded:

- Some tours may require a minimum number of travelers to operate. In the unlikely event that we are unable to operate the tour due to an insufficient number of travelers, the affected traveler will be fully refunded or may choose a similar tour product as a substitute.
- Please note that the product substitute chosen by the traveler may be more expensive than the original product and therefore may be subject to an additional cost.
- Any additional refunds based on extenuating circumstances will depend on the individual tour operator.

##### What CANNOT be Refunded:

- All hotel and tour schedules are arranged ahead of time. Any person failing to appear on the day of departure will not be refunded.
- No refund will be given for any portions of the tour unused by the traveler after tour departure regardless of circumstances.
- Airfare is completely non-refundable and non-changeable for tours when airfare is included in the final price.
- Hotel extensions and Instant Confirmation products (admission tickets, city passes, etc.) cannot be exchanged or refunded once confirmed.

##### Our Cancellation Policy

The Cancellation Policies listed below apply to all reservations unless the tour booked has specific rates or fees listed under "Special Notes." Please carefully review the "Special Notes" of your tour prior to booking. Please know that Happy Tails Tours will always adhere to individual tour policies when applicable.

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All Clients are required to sign this Liability Release in order to participate in a tour. We suggest reviewing and signing the waiver as soon as you have booked your tour. No one will be allowed take part in a tour until the liability release is signed and confirmed by us. Failure to sign the waiver does not alter or exempt the refund policy in any way. The following refund policy applies whether you agree to sign the online waiver or not

#### Cancellation Dates

If a tour participant shall cancel their tour and request a refund in writing

- At least 65 days prior to departure, all monies paid with respect to said participant will be refunded
- Within 64 - 35 days prior to departure of the tour, Happy Tails Tours LLC will retain 50% of the tour cost and the balance will be refunded.
- For cancellations by a tour participant thirty-four (34) or fewer days prior to departure of the tour, Happy Tails Tours LLC will retain all monies paid for such participant and no refund will be made.
- All refunds are subject to an administrative fee of \$100 at the discretion of Happy Tails Tours, LLC

Discretionary Refund: Happy Tails Tours LLC may, in its sole discretion, agree to other refunds when the cancellation of all or part of the Tour is attributable to conditions resulting from an act of God; natural or man-made disasters; fire; government action; civil disorder; or war or hostilities between nations. Any refunds under these circumstances may only be applied to future Happy Tails Tours that depart within twelve (12) months of the cancellation.

- Some exceptions may apply in each refund case above, such as in cases where flights, hotels and activities are paid for by us in advance and non-refundable. Please check all the details of your tour for specifics.
- Please note that cancellation fees are calculated based on the date we receive your signed Cancellation Request Form and travel service start date.
- All cancellations must be made directly with Happy Tails Tours.
- In most cases, reservations paid by wire transfer, cash deposit, or money order/traveler's check/cashier's check will be refunded via PayPal or check. For refunds processed, any associated fee will be deducted from the overall refund amount.

#### How to Cancel a Reservation

We will process your cancellation/refund request within one to seven business days. We will NOT acknowledge any verbal / over-the-phone request or voice mail. Verbally speaking with our customer service representatives without filling out a request form will not guarantee that your cancellation has been processed or acknowledged. We will NOT accept email cancellations unless they have a complete, signed, and attached Cancellation Request Form

- Cancellation must be made by filling out, signing and returning the Happy Tails Tours Cancellation Request Form. Please explain why you are requesting a cancellation. Please download the Cancellation Request Form on our Tour Forms And Checklists Page under the FAQ Menu Tab

• Customers may print out the Happy Tails Tours Cancellation Request Form and send it to Happy Tails Tours by email to: [info@HappyTailsTours.com](mailto:info@HappyTailsTours.com)

Phone: 1-262-622-6463

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#### Amendment Fees:

Any changes made to a reservation after successfully booking will be subject to a minimum \$100.00 Amendment Fee (per change). Changes are at the sole discretion of Happy Tails Tours, LLC. Reservations will be confirmed within one to two business days. The following constitute as an amendment to a tour:

- Changing departure date (Private/ Custom Tours Only)
- Changing pick up time or location (Private/ Custom Tours Only)
- Changing tour
- Changing guest name
- Changing itinerary (Private/ Custom Tours Only)
- Replacing a guest
- The \$100.00 amendment fee is a minimum tour change fee. If you request multiple changes and/or request the adjustments at the last minute, additional fees may apply (in addition to the \$100.00 amendment fee). Paying the \$100.00 amendment fee does not guarantee a change can or will be made.

7. OTHER FORMS & TERMS - I have familiarized myself with all of the information provided to me about the Tour and its rating. I agree to all of the conditions including the sections about my responsibilities and about HTT's legal limitations. I acknowledge that HTT has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Tour.

8. SEVERABILITY - I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by North Carolina law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

9. APPLICABLE LAW, FORUM & ATTORNEY'S FEES - This agreement is governed by and shall be construed in accordance with the laws of the state of North Carolina, without any reference to its choice of law rules. I agree to waive my right to a jury trial concerning all litigation, including judicial proceedings, arising out of any controversies related in any way to HTT. I understand that this waiver also applies to my guests and agents involved with HTT on my behalf. I agree that any dispute arising from this Agreement or in any way associated with the Tour shall that does go to court will be brought in the Superior Court of Mecklenburg County, North Carolina, or in the U.S. District Court for the Western District of North Carolina, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

10. I hereby grant to Happy Tails Tours, LLC and any licensees, agents, and assignees thereof the perpetual, irrevocable, global and unrestricted right to use, reproduce, publish and copyright (collectively, "Use") my picture, likeness, and voice (collectively, "Image") secured or taken on my trip in any media for publicity, art, advertising, trade, or for any other lawful purpose. I hereby waive any right to inspect or approve HTT use of my Image in any media. I grant HTT the right to market and sell copies of material that includes my Image. I also waive

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any right to royalties or other compensation related to use of my Image. I release HTT and any legal representatives and assigns thereof from any claims in connection with the Use of my Image. I intend for this agreement to bind all of my heirs, assignees, personal representatives, and members of my family.

**I have fully informed myself of the contents of this agreement by reading it before signing it.** No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document. This agreement contains the entire agreement between the parties. All terms and conditions therein shall be binding upon all parties, including successors and assignees of the parties.

**If participant is a minor, signature of parent or guardian is also required:** In consideration of my minor child's being permitted to participate in the Tour, I accept and agree to the full contents of this agreement. I understand that I am responsible for and I accept the responsibility for the supervision throughout the duration of the Tour of any minor traveling in my care. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Tour or in any way related to the Tour. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

\_\_\_\_\_  
Date

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Participant Name

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Participant Signature

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