



Oakdale Animal Shelter

9800 Liberini Ave

Oakdale, CA 95361

Phone: (209)-847-5625

DOGGIE DAY OUT (DDO)

RESPONSIBLE PARTY INFO

Please send us your adventure pictures & videos to mfalconi@oakdaleca.gov

RESPONSIBLE PARTY INFORMATION: MUST BE OVER 18 YEARS OF AGE

FULL NAME: _____

DATE OF BIRTH: _____

ADDRESS: _____ CITY: _____ ZIP: _____

PHONE NUMBER: (____) _____

DRIVERS LICENSE: _____ STATE ISSUED: _____

DO NOT GIVE THE DOG HUMAN FOOD. PUP CUPS ARE ALLOWED. Please use approved dog treats only. If you have questions about what is allowed, please ask. The health and safety of the dogs is our number one priority. Initialing the box below confirms you understand and will comply.

_____ I understand and will not give the dog any unapproved food.

By signing below, I understand and affirm that all animals are the property of the City of Oakdale Animal Shelter and are not to be sold, given away, or adopted out.

Signature

Date

**DOGGIE DAY OUT - TERMS, RELEASE, WAIVER AND INDEMNITY
AGREEMENT ("AGREEMENT")**

As a Doggie Day Out ("DDO"), (You) provider for Oakdale Animal Shelter ("OAS"), you must agree to and initial each item below;

_____ **MUST BE OVER THE AGE OF 18 (i.e., 18 or older)**

_____ OAS reserves the right to visit your home prior to placing any animals), or at any time during the DDO period.

_____ Dogs that are taken on a DDO **MUST** be returned to OAS no later than 4:00pm, **unless you are holding the dog at your residence overnight.** No accommodations will be made outside of business hours (Mon-Sat 9:00 AM to 4:30 PM) **unless prior approval from the supervisor is obtained.**

_____ OAS will provide all basic care items for the DDO animal(s) such as food, bedding, toys, flea control, crates (as available), vaccines, and deworming. **Food or other supplies bought while the animal(s) is in your care, will not be reimbursed.**

_____ You agree to follow daily care and housing/safety instructions provided to you by OAS. You will give food, water, shelter, a clean-living environment, and kind treatment for the animal(s) at all times.

_____ You agree to immediately notify OAS of any concerning behavior issues that may arise, or of known issues that become more severe while in your care.

_____ At any time, if a DDO animal becomes ill or injured, OAS must be notified immediately. OAS will provide required medical care within its resources. Do **NOT** take your DDO animal to a veterinarian, **you will not be reimbursed** for any medical charges incurred.

_____ Resident pets living in your home must be currently vaccinated. It is strongly advised that you discuss the health/vaccine status of resident pets with their veterinarian prior to bringing a DDO animal into the home.

_____ OAS will not be responsible if any DDO animal should damage or destroy property belonging to you or any other party. If the DDO animal(s) transfers any disease, illness, or internal or external parasites to other animals not belonging to the shelter, OAS is not responsible.

_____ You understand that accidental animal bites or other injuries to humans or to other animals may occur and you agree to hold harmless, indemnify, and protect The City of Oakdale/ OAS from any claim or suit filed by anyone as a result of negligence on behalf of the DDO Provider, or others. You agree to immediately notify OAS if any such incident occurs.

_____ Animals in DDO care may not be left unattended at any time with children or be under the care of children. Children are not allowed to leash or walk dogs. Adults ONLY (18 or older).

_____ Animals in DDO care cannot be off leash in any unfenced area and should not be left unattended in any yard.

_____ Animals in DDO care are NOT to be taken to any off-leash parks, including, but not limited to dog parks within the city limits of Oakdale, Riverbank, and Escalon.

_____ For dogs over the age of four (4) months, you agree to always keep an appropriate collar/identification tag on the animal(s). The shelter provides these ID items.

_____ Animal(s) will remain the property of OAS and must be returned upon request. OAS reserves the right to determine final disposition of any DDO animal.

If you have issues with your DDO animal, please do the following so we can respond as quickly as possible:

- **Email mfalconi@oakdaleca.gov**
- **Call Oakdale Dispatch at (209)-847-2231.**
- **Call Oakdale Animal Shelter at (209)-847-5625.**

INDEMNIFICATION

For and in consideration of permitting you, _____ (name) to participate in the DDO program, in and with the city of Oakdale, California, and to the fullest extent allowed by law, you agree to indemnify, hold harmless and defend City of Oakdale ("City"), the Oakdale Animal Shelter, and any and all officers, elected officials, agents, employees, affiliated groups/entities, and volunteers of each entity, from and against any and all claims, demands, actions, and liability arising from any personal injury, loss of life, or property damage that may be attributable, in whole or in part, to the your negligence or wrongful acts or omissions while participating in the DDO program. The indemnity obligations under this Agreement shall include, without limitation, all reasonable attorney's fees, costs, expenses, interest, and penalties incurred by the City, and/or OAS in connection with said claims, demands, actions, and liability.

RELEASE AND WAIVER

You agree to assume the risk of personal injury, property damage, and/or wrongful death while participating in the DDO program.

You voluntarily release the City of Oakdale, and the officers, elected officials, agents, employees, and volunteers from, and does waive any right of action or claim for, any personal injury, property damage, and/or wrongful death that may be attributable, in whole or in part, to acts of negligence in connection with or during the DDO program.

You agree that **(i)** participation in the DDO program does not make you an employee of the City; **(ii)** any injury sustained by you during your participation in the DDO program does not grant you any right, title or interest in any Workers' Compensation benefits for such injury as offered employees of the City, or OAS; and **(iii)** you waive and relinquish any interest or right to claim any interest for such injury in the City's, or OAS's employment benefits by reason of any common law employee rights theory or similar employment entitlements of any kind.

The City shall be reimbursed for its costs and attorney's fees in enforcing this Agreement.

This Agreement shall survive your participation in the DDO program. You agree that the provisions of this Agreement shall be binding upon your heirs, executors, administrators and assigns.

You acknowledge that you: **(i)** have read and fully understand the content of this Agreement; **(ii)** are aware that this is a release of liability and a contract between the City and yourself; **(iii)** have been fully and completely advised of the potential dangers incidental to participating in the DDO; **(iv)** has had the opportunity to consult with your attorney/representative, in your discretion; and **(v)** are fully aware of the legal consequences of signing this Agreement.

Printed Name of Participant

Signature of Participant

Date: