



Waiver and Release of Liability

This Waiver and Release of Liability ("**Release**") is entered into between you and Ruh-Roh Retreat, LLC ("**Ruh-Roh Retreat**," "**we**," "**us**," or "**our**"). By using the Ruh-Roh Retreat website, platform, or services (the "**Services**"), or by participating in any Sitting arranged through the Services, you agree to the terms of this Release.

1. **Dogs in New Environments.** You acknowledge that dogs can act differently in a new place - even the sweetest pup might bark, feel anxious, or chew things when they normally wouldn't. That's completely normal, but it helps to be prepared.
2. **Honest Behavior Information.** You are responsible for notifying Ruh-Roh Retreat and your Sitter about any habits or behaviors ahead of time, including barking, chewing, reactivity, anxiety, etc. If any information is not shared, or if a problem later exists during a Sitting, the Sitter may end the Sitting early, and any related damages are your responsibility.
3. **Damage to the Sitting Location.** Sitters may provide Sitting services at their personal residences, not kennels. If your dog directly causes damage (for example, to carpets, walls, furniture, or personal items), you are responsible for the cost of repairs, cleanings, and/or replacement for the specific damage caused by your dog.
4. **Multi-Dog Environment.** You acknowledge that Ruh-Roh Retreat does not guarantee a single-dog environment. If your dog does not get along with other dogs, it is your responsibility to communicate that with your Sitter and ensure appropriate arrangements are made.
5. **Flea Prevention.** All dogs must be up to date on a vet-approved flea prevention program before using a Sitter service. If fleas are found at drop-off or during the Sitting, you will be contacted to pick up your dog, and/or your dog may be separated from other pets to prevent spreading. You are responsible for all costs associated with flea removal.
6. **Vaccinations.** All dogs must be current on their core vaccinations (Rabies, DHPP, and Bordetella/kennel cough). Proof of vaccination may be requested by the Sitter at drop-off. By dropping your dog off for a Sitting, you promise that your dog is current on all vaccinations and that any records provided are accurate, complete, and up-to-date.
7. **Pre-Existing Conditions.** You must report any known or suspected pre-existing medical conditions that may be affecting your dog in advance of any Sitting. We and the applicable Sitter are not responsible for any veterinary costs or outcomes related to pre-existing or chronic conditions, or for any issues not fully disclosed prior to the Sitting.
8. **Acknowledgment of Risks.** You understand that pet sitting and related activities involve certain inherent risks, including, without limitation, the risk of personal injury, property damage, illness, animal bites or scratches, allergic reactions, zoonotic disease, pet illness or death, or other unforeseen incidents. You acknowledge that Ruh-Roh Retreat does not control the conduct of Owners, Sitters, or pets and cannot guarantee the safety of any person, animal, or property in connection with the Services.
9. **Voluntary Participation.** You agree that your participation in the Services — whether as an Owner or as a Sitter — is voluntary. You assume all risks, known and unknown, associated with participating in or providing pet sitting services through Ruh-Roh Retreat, including any risks arising from the acts or omissions of other Owners, Sitters, pets, or third parties.
10. **Release of Liability.** To the fullest extent permitted by law, you hereby release and forever discharge Ruh-Roh Retreat, its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the "**Released Parties**") from any and all claims, actions, damages, losses, liabilities, costs, or expenses — whether known or unknown — arising out of or related to your use of the Services, participation in a Sitting, or interaction with any pet, Owner, or Sitter, including claims based on negligence or other legal theories.
11. **No Reliance on Representations.** You acknowledge that Ruh-Roh Retreat makes no representations or warranties regarding the safety, quality, or reliability of any Sitting, Owner, Sitter, or pet, and that you have not relied on any statement or representation other than those expressly set forth in the Terms of Service.
12. **Indemnification.** You agree to indemnify, defend, and hold harmless the Released Parties from and against any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to your conduct, negligence, or participation in a Sitting, including injury to any person, pet, or property.

13. Medical and Veterinary Emergencies. If your dog needs veterinary care, Ruh-Roh Retreat and/or the Sitter will attempt to contact you first, but if we're unable, you authorize us and any Sitter to seek emergency medical or veterinary care if reasonably necessary and agree to be financially responsible for any costs incurred as a result.

14. General Release. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR REQUIREMENT IN ANY OTHER JURISDICTION, WHICH STATES: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**"

15. Governing Law. This Release is governed by the laws of the State of California, without regard to conflict-of-law principles. Any dispute arising under this Release shall be brought in the state courts located in Orange County, California, or, if applicable, in the United States District Court for the Central District of California sitting in Orange County.