



PET TRANSPORTATION AGREEMENT & WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of the provision of the pet/animal transportation services more particularly set out on Schedule "B" hereto (the "**Services**") being provided by 2721181 Ontario Inc. o/a WYSK Animal Transport ("**WYSK**"), I _____ (the "**Client**") hereby understand, acknowledge and voluntarily agree as follows:

1. I understand, agree and affirm that the information that I have provided in Schedule "A" and Schedule "B" is accurate and complete and may be relied on by WYSK.
2. I acknowledge and agree that the Services to be provided by WYSK are accurately described and indicated on Schedule "B" hereto.
3. I acknowledge and agree to pay WYSK the fees set out on "Schedule B", as well as any other fees, as soon as they become due.
4. I authorize WYSK to transport the pet/animal described on Schedule "A" hereto (the "**Pet**") to the destination location and to use all reasonable precautions against injury, escape or death.
5. I acknowledge and agree that I am responsible for any harm, loss, injury or damage caused by my Pet to WYSK, including but not limited to its employees, agents or representatives, or the transport vehicle and its fixtures and contents, in relation to the Services provided.
6. I acknowledge and agree that WYSK may refuse to accept my Pet at its sole and absolute discretion, including but not limited to cases where aggression, violence, illness or injury are observed.
7. I acknowledge and agree that WYSK may not complete the transport of my Pet at its sole and absolute discretion, including but not limited to cases where aggression, violence, illness or injury are observed. In such circumstances, I understand that WYSK will place a telephone call to advise me of the situation and will then return my Pet to the pick-up location or another agreed-upon location. I also recognize and agree that in such circumstances, I will be responsible for one-way trip charges.
8. I acknowledge that I have made independent arrangements with an authorized person at the destination location to accept my Pet. I understand and agree that WYSK provides no assurances that my Pet will be accepted by the destination location. In the event of non-acceptance, I understand that WYSK will place a telephone call to advise me of the situation and will then return my Pet to the pick-up location or another agreed-upon location. I also recognize and agree that in such circumstances, I will be responsible for round-trip charges.
9. I understand and agree that WYSK **provides pet transportation services only** and does not provide any veterinary medicine services, including assessment, diagnosis or treatment.
10. I understand and agree that no veterinarian is on board the transport vehicle.
11. I understand and agree that the transport vehicle is **not an emergency vehicle** and as such, is required to follow all traffic rules and regulations, including but not limited to speed limits and adhering to stop signs and traffic lights. I further understand and agree that WYSK makes no representations whatsoever regarding expedited or accelerated transport of my Pet.



12. WAIVER: I HEREBY VOLUNTARILY AGREE TO RELEASE AND FOREVER DISCHARGE WYSK, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES

FROM ANY AND ALL LIABILITIES, CLAIMS, INCLUDING CLAIMS FOR NEGLIGENCE, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION FOR ANY HARM, LOSS, INJURY OR DAMAGE TO ANY ANIMAL/PET, PERSON OR PROPERTY RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE PET/ANIMAL TRANSPORTATION SERVICES CONTEMPLATED HEREIN. I FURTHER AGREE TO NOT MAKE ANY CLAIM OR TAKE ANY PROCEEDINGS AGAINST ANY OTHER PERSON OR CORPORATION WHO MIGHT CLAIM AGAINST WYSK, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES FOR CONTRIBUTION OR INDEMNITY IN COMMON LAW OR IN EQUITY, OR UNDER THE PROVISIONS OF ANY STATUTE OR REGULATION, INCLUDING THE *NEGLIGENCE ACT*, R.S.O. 1990, C. N.1, AND THE AMENDMENTS THERETO AND/OR UNDER ANY SUCCESSOR LEGISLATION THERETO.

Client to Initial: _____

- 13. I acknowledge and agree that this Pet Transportation Agreement & Waiver and Release of Liability, including Schedules "A" and "B", constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, oral or written.
- 14. I understand and agree that this Pet Transportation Agreement & Waiver and Release of Liability will be construed in accordance with and governed by the laws of the Province of Ontario.
- 15. I acknowledge, represent and warrant to WYSK that: (i) I am at least 18 years of age; (ii) I am the owner of the Pet; and (iii) I have the full authority and capacity to enter into this Pet Transportation Agreement & Waiver and Release of Liability.

I HAVE CAREFULLY READ AND UNDERSTAND THIS PET TRANSPORTATION AGREEMENT & WAIVER AND RELEASE OF LIABILITY.

AGREED AND ACCEPTED:

Client Signature

Client Name (Print)

Date