

# Elle Grooms

## Client Waiver, Release of Liability & Consent Form

ABN: 36101283957

**IMPORTANT: Please read this Waiver and Release of Liability carefully before signing. This is a legally binding document. By signing below, you are waiving certain legal rights, including the right to sue for negligence.**

At Elle Grooms, the safety and well-being of your pet is our highest priority. Every reasonable effort will be made to ensure your pet's visit is a safe and enjoyable experience. However, working with animals involves inherent risks that cannot be entirely eliminated. This Waiver and Release of Liability ("Waiver") sets out the terms and conditions under which you, the client, agree to use Elle Grooms's services.

By signing this Waiver you acknowledge that you have read, understood, and agree to the terms set out below, and that you have also read and agree to Elle Grooms's Terms and Conditions, which form part of the agreement between you and Elle Grooms. If you have any questions about any clause in this document, please raise them with Elle Grooms before signing.

### Section A: Health & Vaccination Disclosure

All pets attending Elle Grooms must be in good general health and free from contagious diseases, infections, and parasites. It is the client's responsibility to ensure all information provided below is accurate and complete. Failure to disclose relevant health information may result in harm to your pet, other animals, or staff, and may void Elle Grooms's liability.

#### Parasite Prevention:

I confirm that my pet has been treated with appropriate, up-to-date flea, tick, and intestinal worming prevention. I understand that:

- If Elle Grooms discovers fleas, ticks, or evidence of parasites during service the service may be refused or discontinued.
- Elle Grooms is not liable for any parasite transmission between animals, despite reasonable precautions being taken.

### Section B: Behaviour Disclosure

The safety of all animals, staff, and clients is a priority at Elle Grooms. Full and honest disclosure of your pet's behavioural history is essential. Failure to disclose known behavioural issues may result in injury to your pet, other animals, or staff, and may void any liability on the part of Elle Grooms.

I declare and disclose the following behavioural information about my pet (please tick all that apply):

- My pet has no known behavioural issues
- History of biting or snapping at people
- History of biting or aggression towards other animals
- Resource guarding (food, toys, treats)
- Fear-based reactivity (loud noises, strangers, new environments)
- Separation anxiety
- Escape behaviour (jumping fences, bolting through doors)
- Excessive barking or vocalisation
- Has been declared a dangerous or menacing dog by any council

- Has previously been refused service by another provider due to behaviour
- Other behavioural concerns - Details: \_\_\_\_\_

I understand and acknowledge that Elle Grooms reserves the right to refuse, discontinue, or modify any service at any time if my pet displays previously undisclosed aggressive, dangerous, or disruptive behaviour. I understand that a muzzle may be used where necessary for the safety of staff and other animals.

I accept full responsibility and liability for any injury, damage, or loss caused by my pet to Elle Grooms's staff, other clients, other animals, or property. This includes all veterinary costs, medical expenses, repair costs, and any associated legal costs, if deemed appropriate by Elle Grooms.

## **Section C: Acknowledgements & Consent**

By signing this Waiver, I acknowledge and agree to each of the following statements. I understand that these acknowledgements form part of the contractual agreement between myself and Elle Grooms.

### **1. Ownership & Legal Authority**

I confirm that I am the legal owner (or authorised agent of the legal owner) of the pet(s) listed in this Waiver. I confirm that the pet(s) are not subject to any legal proceedings, disputes, or restraining orders. I have full authority to consent to the services and terms described herein on behalf of all members of my household who may present the pet(s) for service at Elle Grooms.

### **2. Accuracy of Information**

I confirm that all information provided in this Waiver is true, accurate, and complete to the best of my knowledge. I understand that providing false or misleading information may compromise the safety and care of my pet, and may void Elle Grooms's liability. I agree to notify Elle Grooms promptly if any of the information provided changes, including health conditions, medications, vaccinations, emergency contacts, or behavioural changes.

### **3. Inherent Risks of Pet Services**

I acknowledge that professional pet services carry inherent risks that cannot be entirely eliminated, even with the highest standard of care. These risks include, but are not limited to:

- Minor nicks, cuts, scratches, or abrasions during grooming, handling, or play
- Skin irritation or allergic reaction to grooming products, shampoos, or cleaning agents
- Nail clipping resulting in minor bleeding (quicking), particularly with dark nails
- Stress, anxiety, or behavioural reactions in unfamiliar environments or around unfamiliar animals
- Discovery of pre-existing conditions not previously known to the client (lumps, skin conditions, parasites, injuries)
- Exposure to communicable diseases despite reasonable vaccination and hygiene protocols

I accept these inherent risks and agree not to hold Elle Grooms, its owners, employees, contractors, or agents liable for any injury, illness, or loss arising from these risks, except where caused by gross negligence or deliberate misconduct on the part of Elle Grooms.

### **4. Matted Coat Consent**

I understand that if my pet's coat is found to be matted, tangled, or in poor condition, additional grooming procedures may be required, including clipping or shaving close to the skin. I acknowledge the following risks associated with matted coat removal:

- Minor nicks, cuts, or skin abrasions from clipper blades working close to the skin
- Skin irritation, redness, or tenderness after removal of matted fur
- Revelation of hidden skin conditions, sores, hot spots, or wounds concealed beneath matting
- Risk of haematomas (blood blisters) due to release of tension from severely matted areas, particularly around the ears

- Temporary change in coat texture, colour, or regrowth patterns
- Need for veterinary attention if underlying skin conditions are discovered

I consent to Elle Grooms performing dematting or clip-off procedures as deemed necessary by the groomer. I accept that an additional fee may apply for severely matted coats and that Elle Grooms will attempt to contact me before proceeding with significant coat removal where practical. I accept responsibility for maintaining my pet's coat between appointments to prevent matting.

## **5. Emergency Care Authorisation**

In the event that my pet becomes injured, ill, or requires urgent medical attention while in the care of Elle Grooms, I authorise the following:

- Elle Grooms will make all reasonable efforts to contact me (or my listed emergency contact) immediately.
- If I (or my emergency contact) cannot be reached within a reasonable time, I authorise Elle Grooms to arrange emergency veterinary care at the nearest available veterinary clinic or my nominated veterinarian.
- Elle Grooms may administer basic first aid for minor injuries (cleaning wounds, applying pressure to stop bleeding, applying ice packs) prior to veterinary attention.
- I agree to pay all veterinary costs, emergency transport costs, and associated expenses directly. These costs are my sole responsibility.
- Elle Grooms shall not be liable for any veterinary decisions made in an emergency situation or for the outcomes of emergency veterinary treatment.

I acknowledge that Elle Grooms recommends that all clients maintain current pet insurance to cover unexpected veterinary expenses.

## **6. Photography & Media Consent**

I grant Elle Grooms permission to photograph, video, and record my pet during and after the provision of services. I grant Elle Grooms a non-exclusive, royalty-free, perpetual licence to use these images and recordings for:

- Social media posts and stories (Instagram, Facebook, TikTok, and similar platforms)
- Website content, blog posts, and online galleries
- Promotional and advertising materials (digital and print)
- Before-and-after portfolio showcasing
- Internal training and educational materials

No images will include the client's personal contact information. If I do not wish my pet to be photographed, I will notify Elle Grooms in writing before the appointment. I may withdraw my consent at any time by providing written notice, after which Elle Grooms will use reasonable efforts to remove my pet's images from future materials within 30 days (previously published or printed materials may remain in circulation).

## **7. Release of Liability & Indemnification**

To the maximum extent permitted by law, I release and discharge Elle Grooms, its owners, directors, employees, contractors, and agents from any and all claims, demands, actions, causes of action, suits, damages, losses, and expenses (including legal costs) arising out of or related to my pet's attendance at or use of Elle Grooms's services, except where caused by the gross negligence or deliberate misconduct of Elle Grooms. This release includes, but is not limited to:

- Injury, illness, or death of my pet
- Loss or damage to collars, leads, harnesses, clothing, or accessories left with my pet
- Escape of my pet from the premises or during outdoor services
- Injury to myself or any third party caused by my pet

- Damage to my property or the property of third parties caused by my pet
- Consequential, indirect, incidental, special, or punitive damages of any kind

I further agree to indemnify, defend, and hold harmless Elle Grooms and its owners, directors, employees, contractors, and agents from and against any and all claims, demands, losses, damages, liabilities, and expenses (including reasonable legal fees) arising out of or related to: (a) my pet's behaviour, including any injury to persons or animals or damage to property; (b) any breach of this Waiver or Elle Grooms's Terms and Conditions; or (c) any inaccuracy in the information I have provided.

#### **8. Cancellation & No-Show Policy Acknowledgement**

I acknowledge that I have read and understand Elle Grooms's cancellation and no-show policies as set out in the Terms and Conditions. I understand that late cancellations and no-shows may incur fees and that repeated no-shows may result in restricted booking access or account suspension.

#### **9. Payment Acknowledgement**

I acknowledge that I am responsible for full and timely payment for all services rendered by Elle Grooms in accordance with the payment terms set out in the Terms and Conditions. I understand that outstanding balances may incur late fees, interest, and may be referred to a third-party collection agency. I authorise Elle Grooms to charge my nominated payment method for all agreed services and any additional charges incurred during the appointment (including emergency veterinary transport, additional grooming for matted coats, late collection fees, or other incidental costs as outlined in the Terms and Conditions).

#### **10. Privacy & Data Collection**

I consent to Elle Grooms collecting, storing, and using the personal information provided in this Waiver for the purpose of delivering services, managing bookings, communicating about appointments, and improving service quality. I understand that my information will be handled in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and that Elle Grooms's full privacy practices are outlined in their Privacy Policy and Terms and Conditions.

#### **11. Terms & Conditions**

I confirm that I have read, understood, and agree to abide by Elle Grooms's Terms and Conditions in their entirety. I understand that the Terms and Conditions may be updated from time to time and that my continued use of Elle Grooms's services after notification of changes constitutes acceptance of the updated terms. I understand that this Waiver and the Terms and Conditions together form the complete agreement between myself and Elle Grooms.

#### **12. Governing Law**

This Waiver shall be governed by and construed in accordance with the laws of Victoria, Australia. Any dispute arising under or in connection with this Waiver shall be subject to the exclusive jurisdiction of the courts of Victoria. If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Nothing in this Waiver excludes, restricts, or modifies any consumer guarantee or right under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) that cannot be excluded, restricted, or modified by agreement.

#### **13. Household Coverage**

This Waiver applies to all members of the family and/or household who care for, handle, transport, or may present the pet(s) listed above for service at Elle Grooms. By signing below, I confirm that I am authorised to agree to these terms on behalf of all such persons and that I have made them aware of the contents of this Waiver and the Terms and Conditions. If another person presents my pet for service, they will be deemed to have accepted these terms.

## Declaration

**I, the undersigned, declare that I have read, understood, and voluntarily agree to all the terms, conditions, acknowledgements, and waivers set out in this document and in Elle Grooms's Terms and Conditions. I understand that this is a release of liability and a contract between myself and Elle Grooms, and I sign it of my own free will. I certify that I am at least 18 years of age and legally competent to enter into this agreement.**

## Client Signature

Please sign and date below to confirm your agreement to this Waiver and Release of Liability.

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Client's Signature

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Client's Printed Name

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Pet Name(s) Covered by This Waiver

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Date

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*For questions about this Waiver, please contact Elle Grooms:*

**Email:** elle.grooms.pets@gmail.com

**Phone:** +61478603396