

# Pet Carriage Agreements



This document puts forth representations and agreements that I (as the Lead Rider arranging for the carriage of a pet animal by GoSherpa<sup>SM</sup>) am making to and with GoSherpa<sup>SM</sup> for the purpose of having my pet accompany me during my travel with GoSherpa<sup>SM</sup> (the "Agreement").

Species and Breed of Pet Animal Transported		Date of Travel	
Point of Origination		Point of Destination	

## ACKNOWLEDGEMENTS, CERTIFICATIONS, RELEASES, INDEMNIFICATIONS, AND AGREEMENTS

- I agree that the carriage of my pet is conditioned upon my fulfillment of my obligations as a passenger from the agreed-upon Point of Origination to the agreed-upon Point of Destination in accordance with the Health Questionnaire and Travel Agreement that governs that transportation.
- I agree that I will obey all rules, policies, and instructions set forth by GoSherpa<sup>SM</sup> and its employees concerning the carriage of my pet.
- I acknowledge that I am solely responsible for managing my pet during carriage and that I am solely responsible for any damage, harm or loss to GoSherpa<sup>SM</sup> or any other person caused by my pet or in any way arising out of my pet's travel with GoSherpa<sup>SM</sup> (including, but not limited to, causing a nuisance or disturbance to fellow passengers). Therefore, I agree to fully reimburse GoSherpa<sup>SM</sup> for the cost of any repair, cleaning, decontamination, maintenance and/or other damages related in any way to the carriage of my pet.
- I certify that my pet has not harmed or shown aggression or threatening behavior toward any person or other animal within the past six months.
- I acknowledge that I am solely responsible for my pet's health, well-being, and veterinary care – if required, during carriage.
- I hereby certify that my pet is up-to-date on all vaccinations, healthy, free of illness, and has not been in the presence of any contagious disease/illness/condition, or ill with any communicable disease/illness/condition, within the past six months. I agree that if I later become aware that my pet is ill, infected, or exposed to a disease/illness/condition that is contagious to animals or humans, I will immediately contact GoSherpa<sup>SM</sup> and will provide all available information concerning the disease/illness/condition, including veterinary records and contact information for my pet's veterinarian.
- In consideration for GoSherpa<sup>SM</sup>'s carriage of my pet as it accompanies me during my travel with GoSherpa<sup>SM</sup> I understand and agreed to pay GoSherpa<sup>SM</sup> a Pet Travel Surcharge the amount of which is documented on my booking confirmation.
- I agree to pay GoSherpa<sup>SM</sup> a Pet Assurance Deposit to provide GoSherpa<sup>SM</sup> some assurance that I will comply with my obligations under this Agreement. The amount of this Pet Assurance Deposit is to be i) for \$100 if the pet is to be transported inside a pet carrier for substantially the entirety of travel or ii) for \$200 if the pet is to be transported outside a pet carrier for significant amount of time during travel. Regardless of whether the pet is to travel inside or outside a pet carrier, I agree to make available at all times during travel a carrier which securely encloses my pet, and I agree to place my pet in that carrier if I am instructed to do so by GoSherpa<sup>SM</sup>.

I acknowledge that my payment of the Pet Travel Surcharge and/or the Pet Assurance Deposit does **NOT** give me an absolute right to have my pet accompany me during my travels with GoSherpa<sup>SM</sup> as I agree that GoSherpa<sup>SM</sup> may, at any time, refuse carriage of my pet or require that my pet travel inside a carrier (regardless of any previous agreement) if it determines, at its sole discretion, that I or my pet has or will likely endanger the health and well-being, create an unreasonable nuisance, and/or damage property with respect to fellow passengers, GoSherpa<sup>SM</sup> and its employees, and the general public. If carriage of my pet is not undertaken for a substantial portion of my trip, I may be entitled to a partial refund of the Pet Travel Surcharge.

Assuming that I fulfill all my obligations under this Agreement (including the carriage of my pet inside or outside of a pet carrier), 95% of the amount of this deposit is to be refunded within 48 hours of the completion of my travels with GoSherpa<sup>SM</sup>. Should I not fulfill all my obligations under this Agreement, GoSherpa<sup>SM</sup> may retain a portion or all of this Pet Assurance Deposit to offset or as partial or full compensation for damages GoSherpa<sup>SM</sup> may have suffered. The retention of this Pet Assurance Deposit does NOT PRECLUDE GoSherpa<sup>SM</sup> from seeking additional monetary damages in the event the Pet Assurance Deposit does not fully compensate GoSherpa<sup>SM</sup> for damages suffered. Damages suffered by GoSherpa<sup>SM</sup> from the pet carriage subject to this Agreement are not limited to damage to property and/or to persons but also to the service that GoSherpa<sup>SM</sup> delivers to its customers (including the comfort and peaceful enjoyment of that service by those customers).

- I agree to assume all risk of loss and harm to me, my pet, and my property, from whatever source or sources, which may in any way relate to the carriage of my pet, regardless of any fault, whether it be on the part of GoSherpa<sup>SM</sup>, its employees, agents, servants, contractors, subcontractors and/or representatives, myself or any other person or entity.
- By executing this Agreement, I knowingly and fully release, indemnify, defend, and save harmless GoSherpa<sup>SM</sup>, its officers, directors, employees, agents, contractors, subcontractors, insurers, indemnitors, indemnitees, and representatives of and from any and all claims, damages, and losses, including, but not limited to, any and all claims for injury and/or death, loss of or damage to property, and all other losses suffered by GoSherpa<sup>SM</sup>, myself, and/or any third party which may in any way relate directly or indirectly to my pet, irrespective of any negligence or other fault of GoSherpa<sup>SM</sup>, its employees, agents, contractors or any party whatsoever.
- I FURTHER ACKNOWLEDGE THAT THIS IS A FULL AND COMPLETE RELEASE WITH RESPECT TO ANY CLAIM ARISING OUT OF THE CARRIAGE OF MY PET.

This Agreement shall be construed according to the laws of the state or territory of the United States of America within which the pet is carried or if the pet carriage occurs between two or more states or territories, then according to the laws of the Commonwealth of Massachusetts.

I have carefully read and fully understand and accept the provisions of this Agreement and have signed it as my own free act, of my own will and accord.

(First and Last) Name of Pet Owner and Lead Rider	Contact Information (Phone or Email Address)
Signature In Agreement	Date Signed