

## INFORMED CONSENT

By signing this informed consent, you confirm and agree that:

- you are the legal owner of the pet listed above (“**your Pet**”) and you accept liability for all expenses incurred on behalf of your Pet at the PetFit Canine Fitness Centre (the “**Facility**”);
- you give your consent to the Facility to provide your Pet with either:
  - veterinary physiotherapy treatment, as provided by AM van der Walt Physiotherapy (the “**Physiotherapist**”) and as explained to you by the Physiotherapist. In this regard it is noted that AM van der Walt Physiotherapy is a registered physiotherapist; and/or
  - PAW-sonal training services, as provided and explained to you by a PetFit trainer (“**PAW-sonal trainer**”) assigned to you and your Pet. In this regard it is noted that Paw-sonal trainers are not veterinary physiotherapists. PAW-sonal training, as provided by a PAW-sonal trainer at the Facility, is a service that works with clients, individually and in groups, to facilitate and empower clients to achieve the goals related to the health and wellness of their pets. PAW-sonal trainers do not diagnose conditions or prescribe treatments. As facilitators of certain services at the Facility, PAW-sonal trainers support their clients in achieving the goals related to the health and fitness of their pets, consistent with treatment plans as prescribed by a pet’s professional healthcare provider but do not, in anyway, diagnose or prescribe any medical condition or medical treatment;
- you have disclosed your Pet’s full medical history to the Facility (incl. any physical and psychological concerns relating to your Pet) and you agree to the Facility liaising with your Pet’s regular veterinarian (as stated above) to discuss your Pet’s medical history and condition as well as your Pet’s progress with any treatment and/or services rendered to your Pet at the Facility;
- in the provision of treatment and/or services by the Facility to your Pet:
  - the Facility, represented by the Physiotherapist, will perform an initial assessment of your Pet to discuss your Pet’s medical history and requirements;
  - the Facility, represented by the Physiotherapist, will develop a programme to address your Pet’s conditions. The programme may include either:
    - i. veterinary physiotherapy treatment, in which case such treatment will be provided to your Pet by the Physiotherapist only; and/or
    - ii. PAW-sonal training services, in which case such services will be rendered to you and your Pet by the PAW-sonal trainer assigned to you by the Facility;
  - the Facility will treat your Pet and/or render services to you and your Pet with all reasonable care and skill, however, does not guarantee the outcomes of the treatment and/or services provided. In this regard:
    - i. in the provision of veterinary physiotherapy by the Physiotherapist:
      - the Facility, represented by the Physiotherapist will assess your Pet at the start of each session to determine the treatment that will be required and provided, it being noted that certain pets may require more treatment than others and the Physiotherapist assesses these requirements on a session to session and a case by case basis;
      - should the Physiotherapist be concerned that your Pet is not responding to treatment effectively, the Physiotherapist will refer your Pet back to the Pet’s regular veterinarian. The Facility and Physiotherapist do not accept any liability for the ineffectiveness of the treatment provided and/or the worsening of your Pet’s condition and you indemnify the Facility and Physiotherapist in the event of such occurrence; and
      - should you elect not to take your Pet back to its regular veterinarian, as per the above bullet point, the Facility may, in its sole and absolute discretion, elect not to provide any further treatment to your Pet and to notify your Pet’s regular veterinarian of any concerns in this regard;
    - ii. in the provision of PAW-sonal training services by a PAW-sonal trainer:
      - as stated above, PAW-sonal trainers are not veterinary physiotherapists. Should you require or request a PAW-sonal trainer to perform any service that falls within the scope of that of a veterinary physiotherapist, you will be referred to the Physiotherapist for treatment;
      - PAW-sonal trainers have different levels of training and senior management of the Facility will assign the most appropriately trained PAW-sonal trainer to render the services to you and your Pet. In the event that you have any queries or concerns regarding the services provided by a PAW-sonal trainer to you and your Pet, you will discuss such query or concern with senior management in order for same to be addressed as soon as possible; and

- the Facility and PAW-sonal trainer/s accept no liability for the ineffectiveness of the services rendered to you and your Pet. PAW-sonal trainers may suggest that your Pet be assessed by a veterinarian or veterinary physiotherapist. Should you elect not to take your Pet to a veterinarian or veterinary physiotherapist, the Facility may, in its sole and absolute discretion, elect not to provide any further services to you and your Pet;
- should you elect not to be present during your Pet's appointment:
  - you grant the Physiotherapist or PAW-sonal trainer/s, as the case may be, providing treatment or services to your Pet with a full proxy to supervise, handle and assist your Pet in the provisions of the treatment and/or services, as the case may be; and
  - you do so at your sole election and risk. The Facility accepts no liability for any incident that may arise whilst you are not present. The Facility takes all precautions to prevent such incident occurring, however, due to the unpredictable behaviour of animals, cannot guarantee that such event will not occur;
- the Facility may, if required and in consultation with you, muzzle your Pet;
- the Facility does not accept any liability and cannot be held liable for any risk or injury sustained by you or your Pet when undertaking treatment and/or performing the exercises and/or receiving services and you elect to receive such treatment and/or services in your sole and absolute discretion;
- the Facility does not accept any liability and cannot be held liable for any injury suffered by you or your Pet as a result of an act of any other pet on the premises. The Facility takes all precautions to prevent such incident occurring, however, due to the unpredictable behaviour of animals, cannot guarantee that such event will not occur;
- all appointments not kept or cancelled at least 24 hours prior to the time of consultation will be charged for by the Facility at a rate of 50% of the fee charged by the Facility at your Pet's previous consultation. Payment of the aforementioned fee will be made by you to the Facility upon presentation of an invoice by the Facility to you (incl. by email);
- should you arrive late for an appointment and the Facility is unable to accommodate you on the same day, you will be liable for 50% of the appointment/service fee. Payment of the aforementioned fee will be made by you upon presentation of an invoice by the Facility to you (incl. by email);
- the Facility is a cash practice/business. In this regard you agree and acknowledge that:
  - you are responsible for the payment of the account rendered by the Facility immediately after each consultation in the form of cash or via credit card transaction;
  - upon receipt of payment, you will receive a receipt and statement from the Facility, which you can submit to your Pet's medical aid scheme to claim for the treatment/services received at your own accord; and
  - in the event that any account/statement is not paid on the due date for payment thereof, such arrear amount/s will bear interest at the prime rate plus 2% from the due date up to the date of actual payment thereof;
- the Facility will disclose your information only for the purposes stated herein and as required by any applicable law. In this regard, it is recorded that personal information disclosed to the Facility in terms hereof will be retained by the Facility under and in terms of the Protection of Personal Information Act, No. 4 of 2013 solely for the aforementioned purposes;
- in the event that the Facility is required to institute any legal proceedings to recover any outstanding amounts, you undertake to pay all legal costs of any attorney instructed by the Facility (incl. letters of demands and disbursements) on an attorney and own client scale;
- you choose your above address as your *domicilia citandi et executandi* for purposes hereof and you agree that any notice sent to the above address by:
  - registered post to your physical address, will be deemed to have been received by you on the third business day of the posting thereof, will be deemed to have been received by you on the third business day of the posting thereof; or
  - email, will be deemed to be received on the date of transmission thereof;
- in the event that you wish to change your *domicilia citandi et executandi* (as provided above), you will give 1 week's prior written notice thereof to the Facility and such change will only be effective on that date;
- should the Facility amend these terms and conditions, such amendment will only be effective upon your signature thereof; and
- you are aware that you may at any time elect for your Pet to no longer receive treatment and/or services from the Facility. Your election in this regard may impact the health of your Pet and the Facility accepts no liability therefore.