



## SPAY/NEUTER

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### **SURGICAL CONSENT/RELEASE AGREEMENT**

**Twin Ports Spay Neuter, PLLC. ("TPSN") uses qualified staffing and approved materials for all procedures performed. It is important for you to understand that the risk of injury or death, although extremely low, is always present just as it is for humans who undergo surgery.**

**Carefully read and ensure you understand all the information of this agreement before signing your name.**

\*I, the acting owner or agent of the animal named/described above (the "Animal"), certify that I am lawfully authorized to make decisions on behalf of the Animal. I hereby request and authorize TPSN, through whomever employees and veterinarians they may designate, to treat and/or administer vaccinations and/or perform an operation for sexual sterilization of the Animal. I understand that a veterinary student may perform surgery on the Animal, under direct supervision of a licensed veterinarian.

\*I certify that the Animal has not bitten anyone in the last ten (10) days.

\*I understand that the operation I have elected presents some hazards and that injury to, post-operative infection in, or death of the Animal may conceivably result, for there is some risk in the procedure, the use of anesthetics and drugs in providing this service, as well as vaccines used. I understand that general anesthesia will be administered to the Animal for surgery. I understand and accept these risks.

\*I either certify that the Animal has been vaccinated within one year prior to this date or understand the inherent risks of failing to maintain current vaccinations. I waive my right to protect the Animal by having it vaccinated or request recommended vaccinations at the time of the surgery. I understand that it takes up to two weeks for vaccinations to protect the Animal. I waive all claims arising out of, or connected with, the performance of this operation due to such failure. I understand that if the Animal develops kennel cough or other upper respiratory infections after surgery, I am responsible for treatment at my own cost.

\*I understand that a current rabies vaccination is required if the Animal is 12 weeks of age or older in accordance with state and city laws. I understand that if I do not provide the rabies certificate as proof of current vaccination the Animal will receive a rabies vaccination at the time of surgery at an additional charge, without my further consent.

\*I certify that the Animal is in good health and has had no food since 12:00 midnight the evening prior to surgery if the Animal is 6 months of age or older or 6:00 A.M. the morning of surgery if the Animal is younger than 6 months of age.

\*I understand that TPSN has the right to refuse any service and/or procedure to the Animal for any reason, including, but not limited to, situations where surgery is deemed a health risk. Such refusal is at the sole discretion of the attending veterinarian.

\*I understand that the Animal will not receive pre-operative bloodwork at TPSN the day of surgery. If I choose for the Animal to have such bloodwork, I understand that it must be performed at a maximum of one (1) week and a minimum of one (1) day prior to surgery. I understand TPSN requires pre-anesthetic bloodwork for animals 8 years and older; I understand that if the Animal is over 8 years of age and I have not provided results of the pre-operative bloodwork the Animal I will be returned to me unaltered unless I have signed the over five (5) years surgery waiver/agreement.

\*I understand that TPSN strives for a stress-free environment, however, if the Animal is deemed, including but not limited to; "fractious", "difficult", "bite risk", or "aggressive" by TPSN, TPSN may, in its sole discretion, apply a difficulty charge to the Animal, without my further consent.

\*I understand that TPSN requires that, if the Animal arrives in a crate/kennel, the crate/kennel must be clean and able to be securely latched. If the crate/kennel is uncleanly or is unable to be securely latched, I understand that TPSN may, in its sole discretion, clean the crate/kennel at an additional charge, without my further consent, or supply the Animal with a cardboard carrier at an additional charge, without my further consent.

\*I understand that TPSN requires the Animal to be clean upon arrival. I understand that if the Animal is uncleanly, TPSN may, in its sole discretion, bathe the Animal at an additional charge, without my further consent.

\*I understand that TPSN recommends only one animal per crate/kennel, if the Animal arrives in a crate/kennel with another animal and both animals are unable to be returned in the same crate/kennel, TPSN may, in its sole discretion, supply a cardboard carrier to separate the animals at an additional charge, without my further consent.

\*I understand that a pre-surgical exam will be performed on the Animal when possible, but that there are times, in the attending veterinarian's sole discretion, when such an exam may only be performed after the Animal has already been sedated or anesthetized.

\*I understand that some factors significantly increase surgical risk, including, but not limited to, pregnancy, heat, and diseases such as feline immunodeficiency virus ("FIV"), feline leukemia virus ("FeLV"), and heartworms.

\*I understand that if the Animal is an acceptable surgical and/or vaccination candidate, sterilization procedures and/or vaccinations will be performed regardless of the Animal's gender and/or medical condition, including but not limited to, pregnancy.

\*I understand that if the Animal is anesthetized and found to be previously sterilized or there is an impeding medical condition, including but not limited to a skin infection, I will be charged and anesthesia fee without my further consent.

\*I understand that if the Animal is pregnant, the pregnancy will be terminated at the time of surgery at an additional charge, without my further consent.

\*I understand that if the Animal is pregnant and TPSN deems the fetuses are viable (late 3<sup>rd</sup> trimester), TPSN may, in its sole discretion, attempt to revive the fetuses. If the fetuses are successfully revived, I understand that they become the property of TPSN and TPSN shall have discretion to deal with the neonates as it deems appropriate.

\*I understand that if the Animal is cryptorchid (“undescended testicle”) an attempt to retrieve the undescended testicle will be made. If the testicle is retrieved there will be an additional charge without my further consent. If the testicle is not retrieved, the Animal will be returned to me unaltered and there will be an additional charge without my further consent. I also understand that the Animal may receive a(n) additional incision(s) to help locate/remove the undescended testicle.

\*I understand that if the Animal has an open umbilical hernia, it will be repaired at the time of surgery at an additional charge, without my further consent.

\*I understand that if the Animal is infested with fleas/flea dirt or is exposed to such condition, TPSN may, in its sole discretion, administer a flea product (including but not limited to Capstar®, which effects of treatment last 24 hours) to the Animal at an additional charge, without my further consent.

\*I understand that if the Animal is infested with fleas/flea dirt and exposes other client’s animals to such condition, TPSN may, in its sole discretion, administer a flea product (including but not limited to Capstar®, which effects of treatment last 24 hours) to the other client’s animals at an additional charge to me, without my further consent.

\*If an unforeseen event/emergency situation occurs or a medical condition is discovered that requires urgent immediate medical treatment, I consent that the attending veterinarian may perform such treatment or transport the Animal to another veterinarian for the provision of such treatment at my expense, without seeking additional authorization or consent from me. I understand that my further consent will be required for non-emergency treatment BESIDES cases where the Animal has an open umbilical hernia, fleas, cryptorchid, or pregnancy.

\*I consent to the Animal receiving a small green tattoo next to his/her incision. I understand this tattoo is a scoring process in the skin and it is not an extra incision.

\*I consent to the Animal receiving a complimentary nail trim. I understand this is for not only the safety of the Animal, but for the TPSN staff.

\*I understand that the Animal may need to remain at TPSN overnight for recovery. I understand that TPSN is not staffed overnight and that the Animal may be unattended during this time. In the event that the Animal requires care or further medical attention beyond that provided by TPSN during recovery, or if a mechanical failure or other issue renders the TPSN clinic unable to safely treat the Animal, I agree that TPSN, in its sole discretion, transfer the Animal to a veterinary hospital selected in its sole discretion to conduct treatment and/or provide overnight care. In the very rare event of a sudden death, I give consent for a necropsy to be performed at no charge to determine the cause of death.

\*I understand that I, or someone authorized by me, must pick up the Animal from TPSN at the time designated by the staff on the day of the surgery and/or vaccination. I understand that, if I do not retrieve the Animal at the designated time, the Animal may be considered by TPSN to be abandoned by me upon expiration of the statutory hold period of ten (10) days. In that event, I understand that, upon expiration of the statutory hold period, TPSN shall have discretion to deal with the Animal as it deems appropriate, including, but not limited to, exercising its right to under Minnesota law to claim ownership of the Animal. I agree to pay a boarding fee of up to \$20 per night per animal plus any related costs to medicate or provide for the Animal.

\*I will provide recovery space that is clean, indoors, warm, and dry. I will provide proper post-surgery monitoring and care for the Animal, including but not limited to, the care described in the Post-Operative Instructions. If I suspect the Animal has any post-operative complications, I agree to follow the Post-Operative Instructions that have been provided to me.

\*I agree to pay any and all fees resulting from surgeries, procedures, vaccines, products or services in full at the time of service when I retrieve the Animal from TPSN. I understand that, if I fail to do so, TPSN may place a lien on the Animal for professional services rendered. TPSN may hold onto the Animal until the lien/balance is paid in full or after ten (10) days TPSN shall have discretion to deal with the Animal as it deems appropriate, including, but not limited to, exercising its right to under Minnesota law to claim ownership of the Animal.

\*I understand and agree that TPSN, all veterinarians, technicians, assistants, and employees (collectively, the “Released Parties”) shall not be liable to or held responsible by me in any matter whatsoever for, or in connection with, the procedure(s) to be performed on the Animal and/or any vaccinations to be given to the Animal, and I hereby hold the Released Parties harmless from and against any and all liability and damages that may arise. I will take full responsibility, financial and otherwise, if the Animal becomes ill, unless the illness is a post-operative complication caused directly by the surgery. I hereby agree to indemnify and hold the Released Parties harmless for any damage, injury, illness or death caused during the transportation of the Animal. The Released Parties shall not be held liable for any damages caused by any unforeseeable events including fire, vandalism, burglary, extreme weather, natural disasters, or acts of God.

\*I understand that TPSN is a limited-service clinic and that TPSN recommends I create a client/patient relationship for the Animal with a full-service veterinarian.

\*I understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 may occur from a variety of sources and is serious, highly contagious, is believed to spread mainly from person-to-person contact and has a long incubation period.

\*I understand and agree that the Released Parties shall not be liable to or held responsible by me in any matter whatsoever for, or in connection with, COVID-19, and I hereby hold the Released Parties harmless from and against any and all liability and damages that may arise. I will take full responsibility, financial and otherwise, if the Animal, myself, and others, including but not limited to, family and household members are exposed to or contract COVID-19 by utilizing TPSN and that such exposure or contraction may result in personal injury, illness, permanent disability, and death. I hereby agree to indemnify and hold the Released Parties harmless for any damage, injury, illness or death caused by COVID-19. I also acknowledge that the Animal or myself could be exposed to/contract COVID-19 from other sources outside of TPSN and unrelated to the appointment at TPSN.

I HEREBY WARRANT THAT I (A) AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND THE AGE OF MAJORITY IN THE STATE IN WHICH I RESIDE, (B) HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO ITS EXECUTION, (C) FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, (D) REALIZE THIS AGREEMENT IS AN ENFORCEABLE LEGAL DOCUMENT BETWEEN MYSELF AND TPSN, AND (E) VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL.