

# Waiver Form

## Happy Hounds Academy (Alexandra Sullivan)

### TRAINING SERVICES WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

**NOTE: YOU MUST READ AND SIGN THIS WAIVER AND INDEMNIFICATION AGREEMENT (this "Agreement") BEFORE PARTICIPATING IN THE SERVICES PROVIDED BY Alexandra Sullivan (the "Trainer").**

Client's Name \_\_\_\_\_

Clients EID \_\_\_\_\_

Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ All

All sessions must be completed within 6 months from the date of commencement of contract or they will be forfeited.

#### Dog Health and Vaccinations:

Client warrants that Dog is physically fit and in good health, and free of fleas, parasites and infectious diseases.

**Training Services:** Trainer agrees to provide private lessons for Client and Dog or Dog directly on a lesson-by-lesson basis, the goal being to teach Client how to train and work with Dog. Trainer will make every reasonable effort to help Client achieve training and behavior modification goals but makes no guarantee of Dog's performance or behavior as a result of providing professional animal behavior consultation. Client understands that he/she and members of the household must follow Trainer's instructions without modification, work with dog daily as recommended, and constantly reinforce training being given to Dog.

#### Cancellation Policy:

If Client fails to give at least 24 hours cancellation notice, or is not present at time of scheduled appointment, session fees are still due. For a package deal, the session will still be counted as one session. All sessions must be completed within 6 months from the date of commencement of contract or they will be forfeited.

## **Release of Liability and Indemnification:**

Client expressly agrees to indemnify and hold harmless Trainer and to pay all losses and damages suffered or incurred, and to defend and indemnify Trainer from any claims, demands, lawsuits, losses, costs or expenses, including attorney fees, arising out of or in connection with the provision of Trainer's services to Client and/or Dog. If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that Trainer should not be held responsible for any resulting injuries, losses, damages, costs or expenses. At Trainer's sole election, Trainer's duties hereunder shall terminate if (a) in Trainer's sole judgment Dog is dangerous or vicious to Trainer or any other person or animal, or interferes with the training of other dogs, or (b) Client breaches any term or condition of this Agreement. Upon termination in accordance with the foregoing, Trainer's duties shall terminate but all other provisions of this Agreement shall continue in full force and effect.

This Agreement is binding upon Client, spouse of Client, and children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer regarding the matters described above. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to Dog or anything else. Without limiting the generality of the foregoing, Client acknowledges that Trainer has not represented, promised, guaranteed or warranted that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that the results of the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both Client and Trainer.

Photo Release: Client grants to Trainer, and/or its representatives and employees, the right to take photographs of Client and/or Dog, use and publish the same in print and/or electronically. Client agrees that Trainer may use such photographs of Client and/or Dog with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

Photo Release – Yes / No \_\_\_\_\_

Date\_\_\_\_\_

Owners Printed Name\_\_\_\_\_

Owners Signature\_\_\_\_\_