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: *spotondogspei.com*

LIABILITY WAIVER

This document affects your legal rights. Read it carefully before signing it.

I recognize that in attending training sessions by Spot-On Dog Training there may be risk to myself, any family member or guest in attendance, my dog(s), and my personal property. With full knowledge, I release Spot-On Dog Training, its agents, members, trainers, employees, facility owners and all associated persons ("agents") from any and all responsibility for accidents, loss, injuries or infections, and damage or theft to any person, animal or property.

I am at all times responsible for the actions of my dog. Spot-On Dog Training, Shannon Noonan, and any agent thereof is not responsible for any injuries or expenses resulting from socialization, training, or any activity within or outside of Spot-On Dog Training classes or private sessions.

Aggression in Dogs

Behaviour concerns will be mitigated and controlled to the best of the ability by the staff present, however I understand that some dogs, including my own or to which I or my dog might be exposed: may be difficult to control; may act aggressively towards other dogs, animals or people; may be a cause of injury even when handled with care; and may cause property damage. I also understand the possible risk to myself, my family, or my dog from other participants that may be in attendance. I understand that should my dog become aggressive, unruly, or unable to participate in class, whether it is with other dogs or privately, I will be asked to remove my dog from class and will not receive a refund for classes missed.

I understand that by signing, I am accepting that if my dog causes property damage, or bites or injures any other dog, animal or person, then I agree to defend and indemnify Spot-On Dog Training, Shannon Noonan, and any agent thereof from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If my dog is injured in a fight or in any other manner, I assume the risk and agree that Spot-On Dog Training, Shannon Noonan, and any agent thereof should not be held responsible for any resulting injuries, losses, damages, costs or expenses whatsoever. I have read and agree to Spot-On Dog Training's Policies as outlined in the FAQ section on their website. I acknowledge that this Agreement is binding upon me and the members of my family and household, or anyone with whom I entrust the care of my dog.

Dog Health and Suitability

If a dog is ill or injured, or is suspected of being ill or injured in any way, it shall not participate in group or private sessions. The Client must immediately disclose any illness, injuries, or suspected conditions that their dog may be experiencing or have been exposed to. This includes but is not limited to lethargy, diarrhea, vomiting, coughing, lack of appetite, fever, dehydration, or flea and/or tick affliction.

Dogs in heat are welcome and must wear protective shorts while in class.

The Client also certifies to the best of their knowledge/ability that their dog is not dangerous to humans and/or other dogs and agrees that they will be liable for all medical expenses and damages resulting from any injury caused by their dog.

Although elimination "accidents" rarely happen, the Client must respect the importance of alerting the instructor immediately to protect and maintain the state of the art facility. Clear instructions will be provided to prevent and avoid elimination on the artificial turf.

- I UNDERSTAND AND AGREE THAT IF MY DOG SHOULD ELIMINATE ON THE ARTIFICIAL TURF, I WILL BE CHARGED A \$20 CLEANING FEE IN CASH.

Refunds

- Full credit/transfer/refund if Spot-On Dog Training cancels your class/training session.
- Full credit/transfer/refund if the Client cancels 10 business days or more in advance of the class/session start date.
- Partial credit/transfer/refund minus \$50 processing fee if Client cancels less than 10 business days in advance of start date.
- Clients who request a transfer or withdrawal after beginning a class will be subject to the \$50 processing fee and receive a prorated refund or partial credit for another group class.
- No refunds after the 2nd week of any group class.
- Packages of private sessions purchased are non-refundable.. Sessions must be utilized within 90 days of purchase. Any remaining sessions after the 90-day period will be forfeited, and a new package purchased for subsequent sessions.
- If you must cancel a class/session due to a human or canine medical/family emergency, we will transfer you to the next available class pending availability. No fees charged for transfer. If refunds are requested, the above policy applies. Does not include planned medical procedures or family matters. Written proof of the nature and timing of the emergency is required.

Inclement/Extreme Weather

In-person Private Training sessions may be rescheduled to ensure the effectiveness of the training (with outdoor sessions) and/or the safety and welfare of the Trainer, The Client, and/or The Client's dog.

In case of a snowstorm, extreme heat, or other inclement weather making it dangerous to travel to class or for dogs to be in the training location for an extended period of time, classes may be

cancelled and students will be notified via social media. A message to this effect will also be left on Spot-On Dog Training's voicemail, so students may check for updates. Private clients may be called if time permits.

Training Results

The Client acknowledges and agrees that training results from any service **cannot** be guaranteed for a few reasons, including but not limited to the following: each dog and situation is different and therefore the training time needed to achieve best results may vary, behaviour is fluid and therefore subject to change at any time, dogs are very specific learners and therefore need to be trained in different locations and under different circumstances. The Client acknowledges and agrees that Spot-On Dog Training's recommendation of any product or service is not a guarantee of The Client's satisfaction with and/or effectiveness of that product or service.

Vaccinations

The American Veterinary Society of Animal Behaviour believes that puppies should receive crucial socialization before they are fully vaccinated. Puppies may begin early socialization classes between 7-8 weeks of age and should receive a minimum of one set of vaccines and deworming at least 7 days prior to first class. All dogs should be kept up to date on core vaccines (DHPP and Rabies) throughout classes. I recognize that dogs may still be susceptible to various diseases or infections despite being vaccinated and may infect me or my dog.

Photo & Video Release

The Client acknowledges and consents that pictures, video, and/or basic information regarding their pet may be used without charge and only for the purposes of education, advertising and/or promotion of Spot-On Dog Training. Promotional media may include, but is not limited to, social media, website, video, and/or posters. Spot-On Dog Training will not seek compensation from nor permit use of such material by any third party.

Terms & Conditions Revisions

Spot-On Dog Training reserves the right to amend, adjust, and/or change its Terms & Conditions at any time.

Liability Waiver

All clients (whether the service and/or advice is provided in person, by phone, text, virtual, email, or by any other method) are required to electronically review and sign Spot-On Dog Training's Waiver of Liability Agreement upon request.

NON COMPLIANCE:

No service or advice will be provided without prior electronic signature of the corresponding Waiver of Liability Agreement(s).

Furthermore, Spot-On Dog Training reserves the right to refuse service to anyone if there is a perceived risk to the safety and/or welfare of the Trainer, any other clients (human and canine), and/or the public, or interference with the training of other dogs.

I FULLY UNDERSTAND THE ABOVE WAIVER/RELEASE AND AGREE THAT BY SIGNING MY NAME BELOW I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I AM FREELY, VOLUNTARILY, AND UNCONDITIONALLY, ASSUMING ALL RISKS OF SUCH INJURIES AND DAMAGES; AND NOTWITHSTANDING SUCH RISKS, I AGREE TO PARTICIPATE IN DOG TRAINING ACTIVITIES.

Name: _____ Date: _____

Signature: _____

Email: _____