



## **Pawsitive Ways Dog Training Policy Agreement and Responsibility Release Form**

- 1. Refund/Cancellation Policy.** All payments are non-refundable and non-transferable. Please refer to the Refund and Services Policies Form for details. All prepaid private sessions and/or packages expire after 120 days from date of purchase.
- 2. Assumption of Risk.** The undersigned (“you” or “Participant”) acknowledges that he/she is voluntarily participating in dog training provided by Pawsitive Ways Dog Training with knowledge of the potential dangers. Participant represents that he/she is the owner or guardian of the dog(s) identified in this Agreement. You acknowledge that dogs are unpredictable animals with their own will and drives, and therefore, regardless of training, handling, or environmental circumstance, Pawsitive Ways Dog Training cannot protect against every potential injury, risk or accident to you, to other persons participating in the training or on the property where the training is taking place, including but not limited to clients, students, family members, guests, other people, dogs, possessions, and the risk of lost dogs. These may include dog attacks, dog bites and the responsive actions and complications that arise from them, and you understand and acknowledge that such risks are inherent and cannot be eliminated. Do not sign this Agreement unless you are willing to assume the risk to yourself, your dog, and others accompanying you of your participation in dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training and related activities on the property owned/rented/leased by Pawsitive Ways Dog Training, in your own home, or in a public space. By signing this agreement you have accepted responsibility for any and all risks.
- 3. Release of Liability.** Participant agrees that in consideration for being permitted to participate in dog training provided by Pawsitive Ways Dog Training, and/or to use any of Pawsitive Ways Dog Training’s facilities in connection with dog training, Participant, for himself/herself, and his/her heirs, next of kin, executors, and personal representatives (collectively, “Releasors”), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue Pawsitive Ways Dog Training and/or Pawsitive Ways, Kerri Linn, and any and all other related names and combinations of names, any colleagues, landlords or affiliates, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns (collectively, “Releasees”), from any and all liability to Releasors for any loss, harm, damage, claim, injury (including death) or accident to the person or property of Participant, Participant’s dog, and any other persons accompanying Participant at the dog training, including any minor children, arising out of or related to participating in dog training or using any facilities or equipment of Pawsitive Ways Dog Training, even if caused by any negligent act or omission of Releasees. Nothing herein is intended to release Releasees from any harm, injury, claim or damage caused by intentional, wanton or reckless misconduct.

4. **Indemnification.** You agree that you are and will be responsible for your conduct and the conduct of your dog and others accompanying you (including minor children) at all times. You agree to indemnify and hold harmless Pawsitive Ways Dog Training and/or Pawsitive Ways, Kerri Linn, and any and all other related names and combinations of names, any colleagues, landlords or affiliates, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives (“Pawsitive Ways Dog Training Personnel”), from any and all claims of injury (including death), loss, cost, expenses, or damage to persons, dogs, or property caused by the acts or omissions of you, your dog, and any other persons accompanying you, including any minor children, during the course of training or related activities, as well as by the conduct of your dog under your own care as a result of following training instructions. This provision applies whether the claims are made by you, members of your family, your accompanying guests, Pawsitive Ways Dog Training Personnel, or third parties.
  
5. **No Guarantee of Results.** We do not guarantee results as there are many factors involved in dog training and behaviour modification, including but not limited to the actions or inactions of the handlers and others, that can hinder or alter the outcome. You recognize that the role you play in your dog’s learning process is integral to achieving desired results. You acknowledge and agree that there is no guarantee that your dog will achieve the desired level of training, despite the best efforts of Pawsitive Ways Dog Training. You further understand that the recommendation of any other product or service by Pawsitive Ways Dog Training is not a guarantee of satisfaction with that product or service.
  
6. **Photo Release.** By signing below, you give Pawsitive Ways Dog Training permission to publish in print, electronic, or video format the likeness or image of you and/or your dog. You release all claims against Pawsitive Ways Dog Training with respect to privacy rights, publicity rights, copyright ownership and publication, including any claim for compensation related to use of the materials.
  
7. **Savings Clause.** You expressly agree that the foregoing assumption of risk, release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, you agree that the remaining provisions will continue in full force and effect.
  
8. **Knowing and Voluntary Execution.** By signing below, you declare that you are at least 18 years of age and competent to sign this Agreement. **You acknowledge that you have carefully read this Agreement, understand its contents, and agree to be bound by its terms. You specifically understand that this Agreement includes an assumption of the risk of Pawsitive Ways Dog Training’s negligence and a release of Pawsitive Ways Dog Training’s liability.**

Name(Print)\_\_\_\_\_ Signature \_\_\_\_\_

Name (Print)\_\_\_\_\_ Signature \_\_\_\_\_

Date\_\_\_\_\_