



Waiver of Liability & Informed Consent Release

*Agreement is entered into upon submission of the
Waiver of Liability & Informed Consent Release by the Releasing Party*

Parties:

Known as "the Released Party"

Summit K9, LLC

summitcaninetraining@gmail.com

(585) 489-6201

and

Known as "the Releasing Party"

Customer Name as completed in confirmation of this form.

I, the undersigned, have enrolled myself and/or my dog in dog training classes, dog walks, K9 Adventures, Structured Dog Walking sessions, Pack Adventures, private consultations, workshops, seminars, Meetups, events, or other related activities (Classes) offered by Summit K9, LLC. By signing hereunder, I certify that I have been informed and understand that there is always unavoidable risk of injury to myself, my dog, guests or other household members present during training sessions, or unassociated third parties (both human and animal) in the training area when working with animals, especially animals with behavioral issues.

I acknowledge that dogs can be inherently unpredictable and difficult to control and that not all dogs will be under control at all times, resulting in the possibility of injury to myself, my dog, my family members, or third parties. Additionally, I have had full opportunity to discuss all concerns I have about the risks with Summit K9, LLC and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable).

I hereby accept and assume, without reservation, all risks associated with my participation in the Classes, including, but not limited to: the risks of any and all injuries or illnesses to myself, my dog and any of my family members or third parties who may attend; the risks that my dog may cause injury to other persons and/or animals; the risks that my dog may cause injury to persons or animals present in the area; the risks that saliva, water, food, feces, vomit, urine, snow and/or other debris may be present in the training location; and the risks of any and all injuries to my dog or to other people, animals, or property during travel and training outside of the owner's

home. I have read and understand Summit K9, LLC's Operating Policies (Final Section), and agree to abide by them to the extent applicable.

All behavior concerns, behaviors, and dispositions associated with my dog, including aggressive, violent, or other undesirable behavior, have been fully disclosed to Summit K9, LLC in writing, and I will immediately notify Summit K9, LLC in writing of any new vicious behavior.

As lawful consideration for participating in the Classes, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Summit K9, LLC and their members, managers, agents, facility hosts, and employees (the "Released Party") from any and all injuries, illnesses, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Released Party's own negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees, arising from my participation in the Classes.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

I acknowledge that Summit K9, LLC has not represented, guaranteed, or warranted that participant dogs will never bite, will never behave in a dangerous or vicious manner in future, will never exhibit behavioral problems, and/or that the results of training will be lasting for any specific amount of time. Summit K9, LLC cannot guarantee any dog's ability to understand or learn training cues or to desensitize to stimuli that cause fear, aggression, or other arousal leading to unpredictable behavior. I recognize that behavioral training has no guarantees and that the success of such an endeavor depends heavily on the Releasing Party's own skill and practice. I understand that Summit K9, LLC cannot guarantee compliance on the part of the client, further constituting the non-liability to the trainer for any behaviors presented by client dogs.

I hereby consent to Summit K9, LLC transporting my dog to dog friendly locations to complete K9 Adventures, Pack Adventures, and other off site services as booked. Though Summit K9, LLC adheres implements basic safety measures for all dogs being transported, I understand that there is still some risk of injury, loss, or death of the dog during transport. I agree to accept these risks and not hold Summit K9, LLC liable in the event of such an occurrence.

Due to the current threat of COVID-19, I acknowledge that even with the integration of Summit K9, LLC's safety and disinfectant procedures, there is still a risk of transmission. I acknowledge this risk, and will not hold Summit K9 liable in the event of exposure or infection. I agree to

follow all safety procedures outlined in Summit K9, LLC's COVID-19 safety protocols, and understand that failure to do so may result in refusal of services.

I hereby consent to Summit K9, LLC employees transporting my dog to a veterinarian in the event of an emergency. I permit the Summit K9 staff to consent to treatment for my dog if they are unable to reach me by phone, and accept all veterinary costs associated with the treatment provided.

I hereby consent to myself, my dog, and/or my child being the subject of the photographs and/or audiovisual recording and authorize Summit K9, LLC to exhibit such media for educational, outreach, and promotional purposes. I hereby release Summit K9, LLC from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described material(s).

Operating Policies

1. Private classes, group classes, dog walking services, and training packages must be paid prior to the start of the first session in order to hold a spot. Those purchasing with a payment plan must complete payment prior to the dates listed on the invoice. By registering for a training package, you agree to complete payment for the training package in its entirety, regardless of the number of sessions booked or completed.
2. Refunds for classes will be given if the request is received prior to the start of the first class. No refunds will be given for requests received after the session has begun.
3. Requested documentation for both client and dog must be submitted prior to the start of the first session. These documents include rabies certificates for ALL dogs and cats in the household, a signed copy of this liability waiver, and the registration form.
4. Cancellations or rescheduling of private training appointments must be requested at least 24 hours in advance. Cancellations less than 24 hours in advance will not qualify for a reschedule or refund.
5. Training packages will expire 8 weeks from the date of the first visit. No refunds will be provided for the classes not completed following that date, unless delays have been the result of Summit K9, LLC rescheduling or delaying services. In the event of extenuating circumstances (i.e. owner will be out of town, the trainer falls ill, etc.), written permission for an extension may be provided at the discretion of Summit K9, LLC.
6. If your dog is sick or injured, please do not bring them to class. If you are enrolled in private lessons, please contact Summit K9, LLC for a cancellation in the event that your dog is sick. If you have a question about what is allowed in class, please contact the instructor. For group sessions, you are encouraged to come to class without your dog to see what is covered that day.
7. If your dog sustains an injury or falls ill during class, please have them evaluated by a veterinarian as soon as possible to ensure that there are no lasting effects. Summit K9, LLC employees are not authorized or qualified to provide recommendations for veterinary care and treatment.
8. Dogs must be on-leash and under full physical control at all times unless expressly permitted by the instructor.

9. Handlers must clean up after their dog (i.e. feces, vomit, urine). Please bring your own bags to class. Additional cleaning supplies, such as disinfectant/deodorizing spray, will be present in the training area.
10. Do not allow dogs to meet other dogs in class unless given express instructor permission.
11. Young children must be supervised by an additional adult in group or semi private sessions so the primary handler of the dog can devote their full attention to class. Do not allow children or other guests to pet or feed another person's dog without prior permission from the handler.
12. The instructor reserves the right to refuse services or expel dogs who show aggression or reactivity towards people or other dogs, or behave in an unpredictable manner that may pose a threat to class participants, the trainer, volunteers, or host facility personnel. Private sessions or referrals to a trainer specializing in these issues may be recommended in these cases. Please be sure to disclose any aggressive or reactive tendencies that your dog may have to the instructor prior to registering.
13. The instructor reserves the right to refuse services to individuals or expel existing clients that threaten the physical or emotional safety and well being of staff members, other people, other dogs, or their own dogs during the course of training. In the event of such an incident, no refund will be provided.
14. All participants of all services agree to abide by Summit K9, LLC's COVID-19 safety protocols. Failure to follow these protocols may result in refusal of services, in which case a refund will not be provided. Participants are responsible for providing their own hand sanitizer and face coverings in order to comply with Summit K9, LLC's policies.

Name of Participant (Printed): _____ Date: _____

Signature of Participant: _____

If participant is under the age of 18, a parent or legal guardian must sign on their behalf.

Name of Parent or Guardian (Printed): _____ Date: _____

Signature of Parent or Guardian: _____