

Waiver of Liability & Informed Consent Release

I, the undersigned, have enrolled myself and my dog in dog training classes, private consultations, workshops or other related activities (Classes) offered by Canine Behavior Consultants, LLC. By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioral issues. I acknowledge that dogs can be inherently difficult to control and that not all dogs will always be under control 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 foregoing risks with Canine Behavior Consultants, Inc. and its authorized representatives, including but not limited to Kevin Holohan. 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 understand that I am responsible for my dog at all times. I understand that this responsibility does not, at any time, transfer to Canine Behavior Consultants or its authorized representatives.

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 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 dogs involved in the Classes; and the risks that saliva, water, food, snow and/or other debris may be present in the training area. I have read and understand Canine Behavior Consultants, Inc.'s Operating Policies (next page) and agree to abide by them to the extent applicable.

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 Canine Behavior Consultants, LLC. and its members, managers, agents, and employees (the "Released Party") from any and all injuries, 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 hereby consent to my dog being the subject of the photographs and/or audiovisual recording and authorize Canine Behavior Consultants, LLC. and Kevin Holohan to cause the same to be exhibited for educational purposes as still photographs, transparencies, motion pictures, television, video or other similar media. I hereby release Canine Behavior Consultants, LLC. and Kevin Holohan 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).

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

Canine Behavior Consultants Policies

1. Sessions must be paid for in advance or at the beginning of any session.
2. Refunds for sessions will be given if a request to cancel or reschedule is received 24 hours before the session start time. No refunds will be given for requests received within the 24 before or after the session start time.
3. If your dog is sick or injured, please notify us in advance of a training session.
4. You must disclose any aggressive tendencies that your dog may have. Canine behavior consultants must be informed if your dog has previously bitten a person or other animal. You must inform Canine Behavior Consultants of any civil litigation, code violation or criminal matter that involves (or involved) your dog. Failure to notify Canine Behavior consultants of the above is cause to end all services provided without a refund.
5. Dogs must be properly vaccinated as required by New York State Law for rabies. Canine Behavior Consultants further requires Parvo, Distemper and Bordetella vaccinations prior to the start of training.
7. Canine Behavior Consultants and its employees have the right to terminate the training at any point for any reason. If you have paid for future sessions, that money for future trainings shall be refunded in full to you. If the termination occurs during a training session no refunds will be issued by Canine Behavior Consultants for that training session.

8. Canine Behavior Consultants and its employees may discuss health and veterinary questions or concerns with you at various times. At no time should any part of a discussion with Canine Behavior Consultants be considered a medical diagnosis. Any issue regarding the health of your dog should be discussed in detail with your veterinarian.
9. Canine Behavior Consultants does not guarantee results. Each behavior case is different. Outcomes are heavily dependent on efforts outside of training sessions. Canine Behavior Consultants has the right to discontinue training at any time, at our discretion, if dog owners do not put in the required efforts to attempt to modify behaviors.
10. If you do not disclose all information regarding your dog's history, if you have omitted or failed to provide accurate information in any way, this is grounds to immediately terminate training without refund.

I represent that I am at least 18 years of age.

I have read the waiver of liability, informed consent and polices above. I agree to the entirety of the contents contained within this agreement.

Name of Dog: _____ **Breed:** _____ **Age:** _____

Owner's Signature: _____ **Date:** _____

Signature printed: _____ **Date:** _____
