

Client Copy

## Rocky River Gun Dogs

### Liability Information

For good and valuable consideration, the parties agree as follows:

- 1.) Training: Trainer agrees to provide training of dog. Private lessons for client and dog will follow training, the goal being to teach client how to train and work with dog. These lessons will take place at location stated above. However, training may also take place at various other locations in and out of state. Thus client acknowledges that travel does pose risk to dog.
- 2.) Client's duty to assist in and continue training: Client understands and agrees that he and members of his household must follow trainers' instructions and constantly reinforce the training being given to dog.
- 3.) Clients' assumption of risk: Client acknowledges that training location, and the animals, guests, items and activities there on, pose dangers to people and animals. Such dangers include, by way of examples and not limitation, (a) animals that are difficult to control and that may bite, trip, knock down, collide or right, (b) the use of shot guns during the training and/or competition, (c) natural and man-made hazards (e.g. wildlife, equipment, slippery surfaces, or tip hazards) that may exist on training and/or competition location, and (d) hazards associated with travel to and from training and/or competition location. Accordingly, client, on behalf of him/her, his/her spouse and minor children, and anyone else whom client brings onto training location, assumes the risk of injuries. Losses, damages, costs and expenses of every possible cause and description. If dog is injured in an accident or fight, gets fleas ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, during or after the term of this agreement, on or off training location, client accepts the risk of the same and agrees that trainer shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses.
- 4.) Clients' liability: IF dog causes property damage, or bites or injures any dog, animal or person (including but not limited to trainer and his agents and employees) during or after the term of this agreement, on or off trainers' premises, then client agrees to pay all resulting losses and damages suffered or incurred by trainer and his agents and employees, and to defend and indemnify trainer and his agents and employees from any resulting claims, demands, lawsuits, losses, costs or expenses including attorney fees.
- 5.) Termination: At trainer's sole election, trainer's duties hereunder shall terminate if (a) 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. NO refunds will be given for training under such circumstances. A pro-rated refund determined by trainer will be given for unused training time cancelled due to reason (a). NO refunds will be given to training terminated due to reason (b).

6.) Payment: Invoices will be mailed/emailed each month and are expected to be paid by due date. A 5% late charge will apply to any payments made after date due and training will cease until payment is made. Client rate is determined at by trainer prior drop off.

7.) Legal Provisions: This contract is binding upon client, spouse of client and children of client. This agreement supersedes all prior discussions, representation, warranties and agreements of the parties, and expresses the entire agreement between client and trainer regarding the matter 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 limited the generality of the foregoing, client acknowledges that trainer has not represented, promised, guaranteed, or warranted that dog can be trained, 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 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. Any remedy provided in this agreement is in addition to any and all other remedies provided by law or equity. If any provision of this agreement is invalid, void or unenforceable they will be severed and the remaining provisions shall be given full force and effect. I have read, understand and agree to all terms and conditions set forth above.

Dog Name: \_\_\_\_\_

PRINT OWNER NAME HERE: \_\_\_\_\_

SIGN OWNER NAME HERE: \_\_\_\_\_

DATE: \_\_\_\_\_

TRAINER SIGNATURE: \_\_\_\_\_

