



Waiver of Liability & Informed Consent Release

Name of dog: _____

Breed: _____ Age: _____

I, the undersigned, have enrolled myself and my dog in dog training classes, private consultations, workshops or other related activities (Classes) offered by *Double Dog, LLC* and *Live and Let Fly Flyball Team*.

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 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 foregoing risks with *Double Dog, LLC* and *Live and Let Fly Flyball Team* 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 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 *Double Dog, LLC* and *Live and Let Fly Flyball Team*, Training Facility 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 *Double Dog, LLC* and *Live and Let Fly Flyball Team* and their 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 *Double Dog, LLC* and *Live and Let Fly Flyball Team* 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 *Double Dog, LLC* and *Live and Let Fly Flyball Team* 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.

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

Owner's signature: _____ Date: _____

Training Facility Operating Policies

1. Classes need to be paid for at the time of advance registration to hold a spot. Registrations sent without payment may not be held if payment isn't received within five days.
2. Refunds for classes will be given if the request is received 24 hours before the class start time. No refunds will be given for requests received within the 24 before class starts or after the session has begun.
3. Make-up classes are not typically available for missed classes. If arrangements are made in advance, the instructor may be able to meet with students fifteen minutes before class start time to go over what was missed. Private sessions are also available for an additional fee.
4. If your dog is sick, please do not bring them to class. If you have a question about what is allowed in class, please contact the instructor. You are encouraged to come to class without your dog to see what is covered that day.
5. Dogs in heat must wear pants and may be asked to excuse themselves from class if it is a distraction to other dogs. You are encouraged to come to class without your dog to see what was covered that day.
6. The instructor reserves the right to expel dogs who show aggression towards people or other dogs. Private sessions may be recommended in these cases. Please be sure to disclose any aggressive tendencies that your dog may have to the instructor prior to registering.
7. Dogs must be on leash on the property.
8. Only flat buckle collars, or non-aversive walking tools may be used in class.
9. Please clean up after your dog.
10. Please don't allow dogs to meet in class until the instructor gives permission.
11. Young children must be supervised by an additional adult so the primary handler of the dog can devote their full attention to class.