



Waiver, Assumption of Risk And Hold Harmless Agreement

OWNER'S NAME: _____ DOG'S NAME: _____

CLASS NAME/DAY/TIME: _____

Release of liability. In consideration of the opportunity to have this dog participate in obedience and behavior training, I (we) agree to hold harmless and indemnify Marie Selarque, dog trainer and owner of Pro-Dog Hawaii, (hereinafter the "instructor"), Pro-Dog Hawaii and its owners, agents, employees, successors and assigns from all actions, claims, demands for injury, loss or damage regardless of the cause.

Assumption of Risk. I understand and acknowledge that dogs and humans are unpredictable in their behavior and that chance of injury to me, members of my family, my guests who may attend and to my dog is possible. I assume all risks related to being in the presence of dogs and handlers and in working with my dog, family or guests during training and after training is completed, including but not limited to : illness; infection; property damage; bodily injury; death; theft; falls; bites; aggressive attack, collisions with vehicles; natural disasters; the unavailability of emergency medical care; and the negligent or deliberate acts of third parties.

Video and photo release: I authorize Marie-Gabrielle Selarque and Pro-Dog Hawaii (PDH) to use all or parts of any Video or Photograph taken of me during group classes and private sessions. PDH shall own all right, title, and interest in and to the Video or Photograph, including the recordings, to be used and disposed of without limitation as PDH shall in sole discretion determine.

Indemnification. I understand and acknowledge that dogs can be extremely unpredictable in behavior. I acknowledge that any behavior result depends on my compliance to the training plan suggested by the instructor. The instructor has not represented, guaranteed, warranted or promised that the dog will never bite or develop/exhibit other behavior problems, or that the training result will last for a specified period of time. I further understand and acknowledge that there is no guarantee even with my compliance to the training plan due to the unpredictability of animal behavior which may cause damage to myself, my dog and third parties for which the Instructor, Pro-Dog Hawaii, may be held liable. Therefore I agree to bear any and all damages, losses, liabilities, demands, and expenses, including legal and professional fees, now, during and after the training period that may incur as a result of any damage caused by my dog or myself and to defend and hold harmless the Instructor and Pro-Dog Hawaii from any liability therein.

I have read this release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance. I agree to pay the instructor a nonrefundable fee for today's service of _____ with additional services to be priced at _____.

The instructor reserves the right to terminate this agreement .

OWNER/HANDLER

DATE