

**Waiver of Liability and Informed Consent Release**

I, the undersigned, have enrolled myself and my dog(s) in dog training classes, private consultations, workshops, or other related activities offered by Mutts With Manners. 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, as they are their own individuals and as such can be unpredictable. I acknowledge that dogs can sometimes be 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 Mutts With Manners and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks.

I hereby accept and assume, without reservation, all risks associated with my participation in the training activity, 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 training activity; and the risks that saliva, water, food, and/or other debris may be present in the training area. As lawful consideration for participating in the classes, consultations, workshops, or other activities, I for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the “Releasing Party”; the client), hereby waive, release, discharge, and agree not to sue and to indemnify, defend, and hold harmless Mutts With Manners 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 consultation fees, arising from my participation in the training activity.

This Waiver of Liability and 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, 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. *Initial*:\_\_\_\_\_\_\_\_

**Photograph Waiver**

I hereby consent to my dog being the subject of photographs and/or audiovisual recording and authorize Mutts With Manners to cause the same to be exhibited for educational purposes as still photographs, transparencies, motion pictures, television, video or other similar media. *Initial*:\_\_\_\_\_\_\_

**Liability Waiver**

I hereby release Mutts With Manners 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 here 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. *Initial*:\_\_\_\_\_\_\_\_

**Operation Policies**

1. Training sessions need to be paid for at the time of advance registration to hold a spot. Registrations made without payment may not be held if payment is not received within 48 hours of the training class.
2. Cancellation Policy: A $30 non-refundable deposit is required on our services. You may reschedule your appointment without penalty (having to repay a $30 non-refundable deposit) if you contact us at least 1 hour before your scheduled appointment. To reschedule your appointment or class less than 1 hour before your schedules time, an additional $30 non-refundable deposit will be required. For clients that pay in full for an appointment or class ahead of time: no shows, contacting us to cancel an appointment or class , or contacting us to reschedule an appointment or class, see the refund policy below.
3. Refund Policy: A refund on services is only available when requested in writing. You can call requesting a refund but we will only honor requests submitted in writing (text or email or mail). Only the balance on services is eligible for a refund, not the full amount paid (deposit + balance). From 1 hour prior to the start of the appointment or class until 6 days following, we will issue a 75% refund on the balance. From day 7 to day 30 we will issue a 50% refund on the balance. No refunds on services after 30 days of the original appointment or class.
4. Make up classes are not typically available for missed classes. If arrangements are made in advance, the trainer may be able to meet with students fifteen minutes before the next start time to review the missed topics. Private sessions are also available for an additional fee.
5. Dogs in heat are not allowed to attend class as it is a distraction to other dogs. You are encouraged to attend class without your dog to see what is covered that day.
6. If your dog is sick, please do not bring him/her to class. If you have a question about your dog’s health, please contact the trainer. You are encouraged to attend class without your dog to see what is covered that day.
7. Dogs must be on a fixed length leash (non-retractable) on the property at all times unless directed otherwise by the trainer. Prong, choke, or e-collars are not allowed in any of our classes.
8. Clean up after your dog if training occurs outside your home.
9. Do not allow dogs to meet in class (on leash or off leash) until the trainer gives permission. Be cognizant of your dog’s proximity to other dogs, keeping a 3’ space between dogs.
10. The trainer reserves the right to expel dogs that show aggressive tendencies towards people and/or dogs. Private sessions may be recommended in these cases. Please be sure to disclose any aggressive tendencies that your dog may have to the trainer prior to registering for a class or private session.
11. Young children (12 and under) must be supervised by an additional adult so the primary adult handler of the dog can devote their full attention to the dog and training session.

*I hereby accept the terms and conditions of the Waiver of Liability and Informed Consent Release for Mutts With Manners.*

Name Date

Signature

My training session with Mutts With Manners occurred at (check one):

My personal residence Bone Voyage Pet Resort

Location within Galveston County Camp Bow Wow

Location outside Galveston County Galveston Veterinary Clinic