

Walnut Ridge Farm
304-763-9017

Group Class Agreement & Liability Release

Client's Name _____

Address _____

Phone _____

Dog's Name _____ Age _____

Breed _____

This is an Agreement between **Walnut Ridge Farm** (owners & employees) also referred to as "Trainer" and the pet owner(s) whose signature(s) appears on Page 3 (hereinafter called "Client") for services for the above stated dog (hereinafter called "Dog").

Fees

Fees shall be **\$70.00** for the six (6) week course. Payable at the first class.

Cancellation Policy

Group class lesson fees are non-refundable and non-transferable. **Walnut Ridge Farm** reserves the right to cancel group class lessons due to weather, illness, extenuating circumstance or Acts of God. Cost of canceled lessons will be forfeit by client.

Medical Release

Client states that Dog has been currently vaccinated for Rabies virus as outlined and required by West Virginia State Law, and has been currently vaccinated for Distemper Virus, Parvo Virus and Bordetella virus as recommended by their veterinarian. Client states that Dog is under the routine care of a licensed veterinarian and has been declared medically healthy by veterinarian to participate in training.

Walnut Ridge Farm reserves the right to refuse admittance to any pet that shows signs of illness or that does not meet vaccine requirements. Despite this precautions, Client acknowledges that the Dog will be in an environment with other dog(s) during training, and understands that any dog may harbor and spread a communicable disease. Client releases **Walnut Ridge Farm** and its representatives from and waives all claims and liability against **Walnut Ridge Farm** for all losses, damages, costs, and expenses arising out of or in connection with any communicable disease contracted by owner Dog(s) during boarding.

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Services

Walnut Ridge Farm agrees to provide group class lessons to Client and Dog on a lesson-by-lesson basis, the goal being to teach the Client how to train and work with the Dog in basic obedience or agility skills. These lessons will take place on the **Walnut Ridge Farm** Premises at 454 Bills Branch Road, Shady Spring, WV 25918. Trainer will make every reasonable effort to assist Client in achieving basic obedience or agility training goals, but makes no guarantee of Dog's behavior or performance as a result of providing professional animal behavior consultation. Client understands that he/she and members of the household must follow Trainer's recommendations without modification, work with the dog daily as recommended and consistently reinforce training being given to Dog.

Client understands that these lessons take place in a group class setting, and that client and dog will be training in an environment with other un-trained, and potentially aggressive, dogs and clients.

Client understands that it is their responsibility to set up a daily living environment for Dog that encourages Dog to practice appropriate behaviors and not allow Dog to be placed in situations where inappropriate or dangerous behaviors can be practiced. Client understands that this may include, but not be limited to, making modifications recommended by Trainer to their home, life style and/or the way they and others interact with Dog, and understands that the modifications may last the life of Dog. Client understands that behavior change is a process that takes time, and client commitment, that often extends beyond the length of this contract.

Client understands that it is his/her responsibility to be on time for scheduled lessons. Group class lessons are held on a set 50-60 minute scheduled basis, and trainer's obligation for the scheduled lesson ends at the completion of the scheduled group class hour.

Etiquette

It is the Client's responsibility to clean up after themselves and their dog, including all dog's waste, and dispose of it in the provided waste disposal receptacles.

Photographs/Videos

Photographs and/or video footage may occasionally be taken of dog(s) during training, 'graduation' or other related activities. I give permission for any resulting photographs or video containing images of my dog to be used for advertising, educational material, or promotional purposes.

Client's Assumption of Risk

All behavioral advice and training suggestions are provided at the client's own risk. Use of this information is voluntary and **Walnut Ridge Farm**, and its owner(s), employee(s), or agent(s) are not responsible for injury to another human or animal. The client is at all times responsible for the actions of their dog. **Walnut Ridge Farm**, Trainer and its owner(s), employee(s), or agent(s) are not responsible for any injuries or expenses resulting from socialization or training. Dogs participating in physical exercises may be injured by running, jumping, chasing a ball etc. Client hereby indemnifies and holds harmless Trainer, **Walnut Ridge Farm** and its owner(s), employee(s), or agent(s).

Client acknowledges that **Walnut Ridge Farm**, or any other location deemed appropriate by Trainer, and the animals, guests, items and activities thereon, pose dangers to people and animals. Such dangers include, by way of example and not limitation, animals that can bite, trip, knock down, and fight, indoor and outdoor surfaces that may be slippery, or uneven, equipment that can trip, guests and clients who cannot control their dogs, and activities involving Dog, other dogs that can result in injury

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from bites or other causes. The Client, on behalf of him/her, his/her spouse/partner and minor children, and anyone else whom Client brings onto **Walnut Ridge Farm**, or any other location deemed appropriate by Trainer, assumes the risk of injuries, losses, damages, costs and expenses by any means above described, and other injuries, losses, damages, costs and expenses of every possible cause and description, and agrees to hold harmless and release Trainer, **Walnut Ridge Farm** and its owner(s), employee(s), or agent(s) for any resulting injuries, losses, damages, costs or expenses.

Client assumes the risk, should the Dog be injured in any manner, including fight or altercation with another dog or animal, or accident, gets fleas, ticks or worms, contracts any illness or disease, be lost or stolen, become pregnant, or engage in any dangerous, vicious or unwanted behavior, during or after the term of the Agreement, on or off the Trainer's Premises, or any other location deemed appropriate by Trainer, and agrees to hold harmless and release Trainer, **Walnut Ridge Farm** and its owner(s), employee(s), or agent(s) for any resulting injuries, losses, damages, costs or expenses.

Client's Liability

If Dog causes property damage, or bites or injures any dog, animal or person (including but not limited to Trainer and Trainer's agents), during or after the term of this Agreement, then Client agrees to pay all resulting losses and damages suffered or incurred, and to defend and indemnify Trainer and Trainer's agents from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorney fees. If Dog is injured in a fight or in any other manner during or after the term of the Agreement, Client assumes the risk and agrees that **Walnut Ridge Farm** should not be held responsible for any resulting injuries, losses, damages, costs or expenses.

Termination

At **Walnut Ridge Farm's** sole election, Trainer's duties hereunder shall terminate if (a) in 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.

Legal Provisions

This Agreement is binding upon Client, spouse of Client, and children of Client. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer regarding the matters 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 limiting the generality of the foregoing, **Client acknowledges that Walnut Ridge Farm has not represented, promised, guaranteed or warranted 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 results of 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 **Walnut Ridge Farm**.

Client's Signature

Date