



## Waiver of Liability

Name of dog owner: \_\_\_\_\_

Name of dog: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_

I, the undersigned hereby acknowledges that I am voluntarily participating in Dog Training with The Jo Smoak Academy for Dogs. The Jo Smoak Academy for Dogs will exercise all necessary and proper care and precautions to keep all participants and dogs safe during training sessions in order to prevent injury to any person, property, other dog or person. However, because dogs are animals and may be unpredictable, The Jo Smoak Academy for Dogs cannot protect against every potential injury, risk or accident. This Release and Waiver are intended to shift the risk of participating in dog training to the Participant/Owner/Guardian of the dog participating in training. I acknowledge that I have had full opportunity to discuss any and all concerns I have regarding foregoing risks with The Jo Smoak Academy for Dogs and its authorized representatives.

Participant agrees to hold harmless The Jo Smoak Academy for Dogs from any and all claims of injury, loss, cost, expenses, or damage caused by the actions of Participant's dog during the course of training/boarding, or under the care, custody or control of The Jo Smoak Academy for Dogs. I hereby accept and assume, without reservation, all risks associated with my participation in the training program, 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; and the risks that saliva, water, food, and/or other debris may be present in the training area. I have read and understand The Jo Smoak Academy for Dogs Policies, and agree to abide by them.

As lawful consideration for participating in the training program, I, for myself, my heirs, next of kin, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless The Jo Smoak Academy for Dogs, 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 its directors, officers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns, (hereinafter collectively the "Releases") from any and all liability to the Undersigned for any loss, harm, damage, claim, injury or accident to the person or property of the Undersigned, whether caused by any ordinary negligent act or omission of the Releases while the Undersigned or his/her dog

is engaged in or participating in dog training/boarding or using any Trainer or Business facilities in connection therewith.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Further, 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 The Jo Smoak Academy for Dogs and Jo Smoak to cause the same to be exhibited for educational purposes or marketing tools as still photographs, video or other similar media.

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. This foregoing release and waiver, and assumption of risk is intended to be as expansive, broad and inclusive as permitted by Arkansas law.

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

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_



### **Informed Consent**

1. Lessons need to be paid in full on or before the time of the first scheduled class.
2. Full refunds for classes will be given if the request is received 24 hours before the first class start time. After the first class session 50% of the total paid may be refunded as long as it is requested before the second session. No refunds will be given for requests received after the second scheduled class takes place.
3. One Make-up class may be arranged with notice at the time of payment. Make-up classes are not typically available for missed classes.
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. Or you can reschedule a private lesson or board and train if your dog is sick.
5. Dogs in heat are not allowed to attend class as 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 remove dogs from the training room 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 at all times.
8. You are required to clean up after your dog.
9. Because small children may be at an increased risk of injury and or may be a distraction to the owner/handler. Children under 12 may attend class with adult supervision but may not handle dogs during training class.
10. Owners must provide proof of up to date vaccinations for their dog prior to the first class. Any dog that does not have up to date shots or fails to provide the appropriate documentation will not be allowed in class. If the owner does not provide approved documentation by the second class they will forfeit their registration fee.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_