



## Waiver and Release/Payment/Cancellation Policy

### Payment Policy

We are committed to servicing all of our clients with personal attention. Therefore, we require credit card payment at the time of reservation for all services provided. Your payment reserves space in our calendars preventing others from registering. *Your class/event seat or private session is neither confirmed nor reserved until payment is received.*

### Refund Policy

All behavior consultations, private training, training courses, socials, and events registered and paid for are considered sales final and expire 3 months after purchase. All e-course are considered sales final and expire per terms of each course provided during registration. By checking 'I Agree' in the registration process, you understand that you are responsible for payment in full regardless of whether you choose to complete the training course or package.

Inclement weather or other extenuating circumstances may be cause for cancellations. In these events, you will be notified and credited or refunded at our discretion. Always ensure that we have your most current contact information on file.

If Wag the Dog and Company, LLC is unable to operate due to any reason associated with COVID-19, you agree and acknowledge that Wag the Dog and Company, LLC's only obligation will be to transfer and reschedule any remaining sessions to online sessions when operations are able resume. This includes any in-person services purchased.

### Appointments Reservations/Cancellations

Direct Email Private Training: After we have received confirmation of payment, you will be matched you with your personal trainer who will send you date and time options based on your availability and instructions on how to prepare your companion for the initial session.

To ensure that everyone is scheduled efficiently for all involved, session date and time options emailed are considered 'soft reserve' and are held for 24 hours. They are neither confirmed nor reserved until an email reply from you, the client, confirming date and time option compatibility are received.

Online Booking Private Training: You will choose your trainer, a date and time available in the calendar, then confirmed with payment. Instructions on how to prepare your companion for the initial session will be sent prior to your session.

All Private Training Sessions: If you/your dog are unable to attend a scheduled appointment we require 48 hours' notice in order to change or reschedule your appointment. Less than 48 hours' notice and no-shows will result in a forfeited session and your pre-paid credit will be considered used. Two reschedules are allowed before remaining private training sessions are forfeited.

Group Training: Your payment holds your spot in class and prevents others from registering. Prior to payment, ensure that the classes work with your schedule and that you are able to attend with your healthy dog.

Dog suitability for classes; dogs must be healthy and free from parasites or contagious diseases; dogs exhibiting diarrhea, vomiting, coughing, sneezing, lethargy, or injury must not attend class; dogs must be up to date on vaccines (adults 48 hours prior, puppies 7 days prior to the class start date) or titer test results; dogs must not exhibit fearful, reactive or aggressive behavior toward other dogs or people.

*These policies are subject to change without notice. Updated November 2020.*

## Waiver and Release

**ASSUMPTION OF RISK.** The undersigned (“you” or “Participant”) acknowledges that he/she is voluntarily participating in dog training provided by *Wag the Dog and Company, LLC* with knowledge of the potential dangers. Participant represents that he/she is the owner or guardian of the dog(s) identified in this Agreement.

You acknowledge that dogs are unpredictable animals with their own will and drives, and therefore, regardless of training, handling, or environmental circumstance, *Wag the Dog and Company, LLC* cannot protect against every potential injury, risk or accident to you, to other persons participating in the training or on the property where the training is taking place, or to dogs. These may include dog attacks, dog bites and the responsive actions and complications that arise from them, and you understand and acknowledge that such risks are inherent and cannot be eliminated. This Agreement is intended to shift the risk of participating in dog training to you.

Do not sign it unless you are willing to assume the risk to yourself, your dog, and others accompanying you of your participation in dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training and related activities on the property of *Wag the Dog and Company, LLC*, in your own home, or in a public space.

**RELEASE OF LIABILITY.** Participant agrees that in consideration for being permitted to participate in dog training provided by *Wag the Dog and Company, LLC*, and/or to use any of *Wag the Dog and Company, LLC* facilities in connection with dog training, Participant, for himself/herself, and his/her heirs, next of kin, executors, and personal representatives (collectively, “Releasers”), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue *Wag the Dog and Company, LLC*, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns (collectively, “Releasees”), from any and all liability to Releasers for any loss, harm, damage, claim, injury (including death) or accident to the person or property of Participant, Participant’s dog, and any other persons accompanying Participant at the dog training, including any minor children, arising out of or related to participating in dog training or using any facilities or equipment of *Wag the Dog and Company, LLC*, even if caused by any negligent act or omission of Releasees. Nothing herein is intended to release Releasees from any harm, injury, claim or damage caused by intentional, wanton or reckless misconduct.

**INDEMNIFICATION.** You agree that you are and will be responsible for your conduct and the conduct of your dog and others accompanying you (including minor children) at all times. You agree to indemnify and hold harmless *Wag the Dog and Company, LLC*, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives (“*Wag the Dog and Company, LLC* Personnel”), from any and all claims of injury (including death), loss, cost, expenses, or damage to persons, dogs, or property caused by the acts or omissions of you, your dog, and any other persons accompanying you, including any minor children, during the course of training or related activities, as well as by the conduct of your dog under your own care as a result of following training instructions. This provision applies whether the claims are made by you, members of your family, your accompanying guests, *Wag the Dog and Company, LLC* Personnel, or third parties.

**USE OF PREMISES:** In consideration for being permitted to participate in dog training and related events (the “Premises”), you agree that your release and indemnification obligations set forth above will be extended to cover the owner of the Premises and his/her/its directors, officers, members, managers, employees, agents (collectively, “Owner Parties”). In addition, the Releasers (as defined above) waive, release and discharge any and all claims for damages for personal injury, death, or property damage, including injuries (including death) to you or your dog(s) or damage to your vehicle which you may incur,

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against the Owner Parties as a result of any activities while on the Premises, before arriving on the Premises, and after departing the Premises, whether or not as a result of any condition on the Premises.

You understand that your dog is your responsibility to keep in control at all times, quiet, crated or on lead when not training. You understand that you are responsible for watering, feeding, and picking up after your dog. You have been advised and understand that no vet or doctor will be present on the Premises, and time could be of the essence in getting you, others accompanying you, or your dog to a vet or doctor for an injury, illness, or bite and you agree to indemnify and hold harmless the Owner Parties and *Wag the Dog and Company, LLC* Personnel for any first-aid should qualified medical attention not be given timely.

**ADDITIONAL AUTHORIZATIONS – APPLIED TO PRIVATE DAY TRAINING SESSION CLIENTS ONLY:** By signing below, you specifically authorize the following actions by *Wag the Dog and Company, LLC*:

- a. *Wag the Dog and Company, LLC* is authorized to enter your home during agreed upon days and hours for the purpose of training and or walking your dog.
- b. *Wag the Dog and Company, LLC* is authorized to take your dog off my property during the agreed upon days and hours for the purpose of training and or walking your dog.
- c. You authorize *Wag the Dog and Company, LLC* to administer or seek first aid and resuscitative care for your dog as determined appropriate by *Wag the Dog and Company, LLC* and you agree to indemnify and hold harmless *Wag the Dog and Company, LLC* for all and any results thereof.
- d. You authorize emergency medical care to be provided for your dog by the veterinarian you identified in *Wag the Dog and Company, LLC* Dog Biz Pro database, or an appropriate alternate to be determined by *Wag the Dog and Company, LLC* in the event the your regular veterinarian is not available or that closer care is required. You will reimburse *Wag the Dog and Company, LLC* for any charges related to emergency care, including office visits, procedures, medications, surgeries, etc.

**ADDITIONAL AUTHORIZATIONS – APPLIED TO SEPARATION ANXIETY CLIENTS ONLY:** By signing below, you specifically agree to and authorize the following actions by *Wag the Dog and Company, LLC*:

- a. Contract with your dog: “I will not leave you for longer than you can handle without getting anxious.” That may be just one second on day one, but with training that one second of today will become 30 seconds and then a few minutes and, before you know it, it is 26 minutes, then 42, then 97 and then four hours and more. I understand that if I leave you alone to experience regular absences filled with panic, you will not be able to learn that absences are safe. Further, I agree to follow the provided training plans exactly, without modification, and will consult the trainer if any unexpected problems or challenges arise.
- b. Technology: Some technology may be required to participate successfully in this program. Such expenses incurred will be the responsibility of the client. The trainer may be able to provide basic advice on technology however it is recommended that the client enlists the help of a qualified professional in the technology field with any related concerns. All login information is kept strictly confidential and is permanently deleted upon cancellation of this contract. For added security we recommend changing all passwords upon cancellation of this contract.

**NO GUARANTY OF RESULTS.** You recognize that the role you play in your dog’s learning process is integral to achieving desired results. You acknowledge and agree that there is no guaranty that your dog will achieve the desired level of training, despite the best efforts of *Wag the Dog and Company, LLC*. You further understand that the recommendation of any other product or service by *Wag the Dog and Company, LLC* is not a guaranty of satisfaction with that product or service.

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**PHOTO RELEASE.** By signing below, you give *Wag the Dog and Company, LLC* permission to publish in print, electronic, or video format the likeness or image of you and/or your dog. You release all claims against *Wag the Dog and Company, LLC* with respect to privacy rights, publicity rights, copyright ownership and publication, including any claim for compensation related to use of the materials.

**SAVINGS CLAUSE.** You expressly agree that the foregoing assumption of risk, release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, you agree that the remaining provisions will continue in full force and effect.

**KNOWING AND VOLUNTARY EXECUTION.** By either signing below or by clicking 'I Agree', you declare that you are at least 18 years of age and competent to sign this Agreement. For registration and booking of training via website, clicking I agree constitutes as your electronic signature. You agree and consent that your electronic signature is the legally binding equivalent to your handwritten signature. You will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

**You acknowledge that you have carefully read this Agreement, understand its contents, and agree to be bound by its terms. You specifically understand that this Agreement includes an assumption of the risk of *Wag the Dog and Company, LLC's* negligence and a release of *Wag the Dog and Company, LLC's* liability.**

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Signature

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Signature