



# **SIMPLY BALANCED K9**

## **LIABILITY WAIVER**

### **LIABILITY WAIVER & POLICIES**

**Owner's Name:** \_\_\_\_\_ **Dog's Name:** \_\_\_\_\_

**PLEASE SIGN BELOW TO ACKNOWLEDGE ACCEPTANCE/UNDERSTANDING OF POLICIES**

I, the undersigned, have enrolled myself and my dog in dog training classes, private consultations, workshops or other related activities (Classes) offered by Simply Balanced K9. I certify that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioral issues. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Simply Balanced K9 and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area and equipment that will be used (if applicable). I understand Simply Balanced K9 will endeavor to create as safe an environment as possible for the training and/or board of my dog and will offer only sound, safe, and responsible training and training instructions. However, I recognize that Simply Balanced K9 is not responsible for any unintentional errors, omissions, or incorrect assertions. I understand that the recommendation of any product or service is not a guarantee of my satisfaction with that product or service. I also understand there are inherent risks associated with training, socializing, walking and working with dogs generally and particularly with dogs who have behavioral issues. I assume any and all responsibility and liability for myself, any family members, friends or guests who will take part in Training sessions, and my dog(s) (collectively, the "Participants") during Training sessions in my home, at a dog park, dog-friendly restaurant or other public space as may be agreed on between myself and Trainer. I authorize Simply Balanced K9 to administer and seek First Aid and resuscitative care for my dog as determined appropriate by Simply Balanced K9 and I agree to indemnify and hold harmless Simply Balanced K9 for any and all results thereof. If necessary, I authorize Emergency medical care to be provided for my dog by Simply Balanced K9 in the event that the regular veterinarian is not available or that closer care is required. I am representing that my dog(s) are in good health and have received necessary vaccinations as recommended by my veterinarian and that all information provided to the Trainer on the intake form is complete and accurate. I hereby waive, release, and discharge any and all claims, demands, causes of action or other proceedings ("Claims") against Simply Balanced K9 and/or Trainer, including any of their respective employees, agents, officers or other persons authorized to provide services on behalf of Simply Balanced K9 ("Released Parties"), for any injury, death or damage to or loss of personal property of Participants arising out of or in connection with participation in Training sessions by Participants, from any cause whatsoever. I further agree to indemnify, defend and hold harmless all Released Parties from any Claim, judgment, penalty, fine or other costs or expenses (including, but not limited to, attorneys' fees and litigation expenses), including those brought by third parties, arising from, growing out of, associated with or in connection with Training, directly or indirectly, and relating in any way to my dog(s), the dog(s) of the Released Parties, any other person, dog or animal, and/or negligence or failure of Participants to follow the instructions of the Trainer or employees or agents of Simply Balanced K9. Further, it is expressly understood that my obligation to indemnify the Released Parties is intended to indemnify and hold harmless the



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Released Parties from any of their own liability or negligence, including, but not limited to, their comparative, proportionate and/or joint liability and/or negligence, including liability for gross negligence and strict liability, whether or not that liability or negligence is the sole or concurring cause for the assertion of any and all Claims. I agree that this provision is intended to be as inclusive and broad as is permitted by Colorado law, and that if any portion of this provision is held invalid by a competent court, it is agreed that all other portions shall continue in full force and given full legal effect. No Warranty. I agree, understand, and acknowledge that the introduction, elimination or modification of behaviors is not guaranteed and that dog training will not provide exact results. Each dog is different in regard to ability, breed, and temperament. Training results and successes are also heavily dependent upon owner participation and enforcement outside of formal training sessions. Animal behavior is never fixed or static; it changes depending on circumstance and environment. Even trained behaviors will fade or extinguish over time without consistent repetition and practice. **Refunds.** No refunds given unless training is permanently cancelled by Simply Balanced K9. No refunds are offered if owner decides to cancel training while previously paid for sessions remain. All sessions paid for in advance expire 6 months after last in person session unless prior written arrangements exist. **Media Consent-** I hereby consent to my dog being the subject of the photographs and/or audiovisual recording and authorize Simply Balanced K9 and Lauren Miller to cause the same to be exhibited for educational and promotional purposes as still photographs, transparencies, motion pictures, television, video or other similar media. I understand that I am fully financially responsible for any damages or harm caused by my dog(s) during a Training session, including training, socializing or walking. I represent that I am at least eighteen years of age and have authority to sign this Agreement.

By signing or electronically printing my name, I am indicating that I have read the above liability release and agree to all terms and conditions.

**OWNER'S PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_