

## Training Agreement & Waiver of Liability ("Agreement")

Name of owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Contact email and phone number: \_\_\_\_\_

Name of dog (s): \_\_\_\_\_

Breed (s): \_\_\_\_\_ Age (s): \_\_\_\_\_

The undersigned ("you" or "Participant") acknowledges that he/she is voluntarily participating in dog training provided by Canine Mind LLC and Tasman A. Flora with knowledge of the potential dangers. Participant represents that he/she is the owner or guardian of the dog(s) identified above 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, Canine Mind LLC and Tasman A. Flora 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 the 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 any others nearby or accompanying you to participate in the dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training, regardless of location.

You acknowledge that you have had full opportunity to discuss any and all concerns you have regarding foregoing risks with Canine Mind LLC, Tasman A. Flora and its authorized representatives.

Participant agrees that in consideration for being permitted to participate in dog training provided by Canine Mind LLC and Tasman A. Flora, and/or to use any of Canine Mind LLC's and Tasman A. Flora's 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 in such an activity and waives, releases, discharges and covenants not to sue Canine Mind LLC and Tasman A. Flora, 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 Canine Mind LLC and Tasman A. Flora, even if caused by any negligent act or omission of Releasees.

Participant hereby accepts and assumes, without reservation, all risks associated with their participation in the training program, including, but not limited to: the risks of any and all injuries to Participant, their dog(s) and any family members or third parties who may attend; the risks that Participant's 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.

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.

Canine Mind LLC and Tasman A. Flora and its personnel are authorized to enter your home during agreed upon days and hours for the purpose of training your dog. Canine Mind LLC and Tasman A. Flora and its personnel are authorized to take your dog off their property during the agreed upon days and hours for the purpose of training your dog. You authorize emergency medical care to be provided for your dog by a veterinarian. You

will be responsible for any charges related to emergency care, including office visits, procedures, medications, surgeries, etc.

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 guarantee that your dog will achieve the desired level of training, despite the best efforts of Canine Mind LLC and Tasman A. Flora. You further understand that the recommendation of any other product or service by Canine Mind LLC and Tasman A. Flora is not a guarantee of satisfaction with that product or service.

This Training Agreement and Waiver of Liability shall be legally binding on the Releasing Party & Releasers. Further, Should the Releasing Party or Releasers assert a claim to the contrary to what has been agreed to in this Training Agreement and Waiver of Liability, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party or Releasers and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both parties.

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 Agreement, and assumption of risk is intended to be as expansive, broad and inclusive as permitted by Oregon law.

By signing this document, you declare that you are at least 18 years of age and competent to sign this Agreement. 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 Canine Mind LLC's and Tasman A. Flora's negligence and a release of Canine Mind LLC's and Tasman A. Flora's liability.

I, as the Participant, have read and understand the terms of this Agreement and agree to abide by them.

Participant's signature: \_\_\_\_\_ Date: \_\_\_\_\_