

**Be the Leader of the Pack, LLC**  
**Owner and Trainer: Tammy Smith**

*Waiver and Release of Liability*

First Name \_\_\_\_\_ Last Name \_\_\_\_\_. Dog's Name: \_\_\_\_\_

Address: \_\_\_\_\_. Breed of Dog: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_. Age of Dog: \_\_\_\_\_

In consideration of the services rendered by **Be the Leader of the Pack, LLC**, I have read, understand, acknowledge and agree as follows:

I hereby release **Be the Leader of the Pack LLC**, its employees, owners, directors, representatives, subcontractors, agents, animal owners, customers and potential customers (collectively "Be the Leader of the Pack LLC or the "releasee") from any and all liabilities, financial and otherwise, for injuries to myself, my dog, or any other property of mine, which arise in any way at any time directly or indirectly from services and/or products provided by or as consequence of my association with **Be the Leader of the Pack LLC**.

I agree to assume all liabilities and responsibilities, financial and otherwise, for the behavior and health of my dog. In consideration of the services rendered by **Be the Leader of the Pack LLC** I hereby waive any and all claims, actions or demands of any nature foreseen or unforeseen, including without limitation any claims relating to the care, control, health, and/or safety of my dog, claims arising during training, pick-up or drop-off of my dog, and/or any boarding services for my dog, relating to, resulting from or arising out of my involvement with or participation in any activity of **Be the Leader of the Pack LLC** that I may have against **Be the Leader of the Pack LLC**, its employees, owners, directors, representatives, subcontractors, agents (collectively, the "Releasees").

I hereby agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, damages, injuries, losses, liabilities, expenses, or injuries arising directly or indirectly as a result of any action by my dog or any other dog including any claims by myself, my family members or any other person accompanying me to or present with me at any function, program, event or activity of **Be the Leader of the Pack LLC**.

I authorize **Be the Leader of the Pack LLC** to do whatever they deem necessary for the safety, health, and wellbeing of my dog while under the care of **Be the Leader of the Pack LLC**, including seeking professional veterinary treatment for my dog as deemed reasonably necessary by **Be the Leader of the Pack LLC** in its sole and absolute discretion. I agree to indemnify **Be the Leader of the Pack LLC** for any costs incurred for any care needed by my dog, which in the sole discretion of **Be the Leader of the Pack LLC**, is necessary for the dog while in the care of **Be the Leader of the Pack LLC**.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY AND IN NO EVENT SHALL **BE THE LEADER OF**

**THE PACK LLC**, OR ANY OF THE RELEASEES BE LIABLE, JOINTLY OR SEVERALLY, TO ME OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH THE SERVICES OFFERED TO ME BY **BE THE LEADER OF THE PACK LLC**, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF **BE THE LEADER OF THE PACK LLC** OR THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE LIABILITY OF **BE THE LEADER OF THE PACK LLC** WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL **BE THE LEADER OF THE PACK LLC** BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO ME OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM ACTUALLY PAID BY ME TO **BE THE LEADER OF THE PACK LLC** DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH **BE THE LEADER OF THE PACK LLC** IS NOTIFIED OF SUCH CLAIM IN WRITING.

Due to the many outstanding benefits of dog socialization and **Be the Leader of the Pack LLC's** commitment to the safety and well-being of my dog, I agree that that the benefits of dog socialization outweigh the risks.

I understand that **Be the Leader of the Pack LLC** has the right to refuse service to me and/or my dog at any time for any reason. I understand that if my dog has a history of or repeatedly demonstrates aggression or biting of humans or animals, **Be the Leader of the Pack LLC** reserves the right to refuse service. I understand that all bites may be reported to the local authorities to the extent required by law.

I hereby declare to **Be the Leader of the Pack LLC** that I am the legal owner of my dog; that my dog has not been exposed to distemper, rabies, or parvovirus within the past thirty (30) days; that my dog has been inoculated as indicated by records presented.

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Date Signed (This waiver is good for one year from the date signed.)

Signature of Dog Owner (1) \_\_\_\_\_

Signature of Dog Owner:(2) \_\_\_\_\_