***Dog Release of Liability***

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, release all instructors, assistants, participants, spectators, and all land owners from any damages that may arise, directly or indirectly, as a result of me or my dog participating in activities offered by Liberty K9 LLC, fully recognizing that dog training, dog socializing, and sporting activities of this nature can be HAZARDOUS. I understand and am aware that all dog training and related sporting activities involve a risk of injury to any and all parts of the user body, or my dog’s body. Despite the risks of injury, I AGREE TO EXPRESSLY ASSUME ALL RISKS of injury or death to me, or my dog while participating in any of the training and or socializing related activities.

By my signature below, I give my consent to participate in said activities, and I realize that by signing and submitting this form as a legal release, I am forever releasing from liability and agree not to sue Liberty K9 LLC, Jennifer Orn, her associates, agents and employees/volunteers for injuries or damages to me or my dog from any and all manner of actions, causes of such actions, claims and demands whatsoever, in law or in equity, which may arise now or in the future because of, or pertaining to, my participation, or my dog(s) participation in any activities throughout any program provided by Liberty K9 LLC.

I understand this is legally binding on me and my heirs and I sign it of my own free will.

The undersigned person has registered to participate in training, socializing, or doggy daycare at Liberty K9 LLC.

1. I hereby certify that I am the owner of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the dog(s) which will participate in training, boarding, daycare &/or socialization.
2. I understand that other dogs will attend Liberty K9 LLC’s training programs and that during the course of participation my dog may come into direct contact with other participating dogs.
3. I hereby certify that the above named dog is current on all required vaccinations. I assume the responsibility of any exposure to infectious disease.
4. I am aware that given the sometimes unpredictable nature of dogs, an interaction could take place between animals at Liberty K9 LLC which may result in injury to my dog. I alone assume responsibility for any such injury to my own dog.
5. As to Liberty K9 LLC and its employees/volunteers, I hereby waive and release any actions, causes of actions, damages, rights, claims or lawsuits which I may have for: (a) any and all personal injury or property damage which may be sustained arising out of any interaction between dogs participating in any programs; and (b) any and all injury, illness or disease sustained by my dog arising out of or stemming from its participation in any programs offered by Liberty K9 LLC.
6. I understand the balanced training methods that Liberty K9 LLC uses and agree to the use of tools that are most effective for my dog. Including, but not limited to, bark collars for dogs that are not participating in training.
   1. Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Personal Release of Liability – Each participant must sign the attached forms***

IN CONSIDERATION of being able to participate in the entitled activities at Liberty K9 LLC, the undersigned:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the daycare/training provider, promoter, other participants, owners and lessees of the premises used to conduct the Liberty K9 LLC programs and each of them, or their agents and employees, all for the purpose herein referred to as “Releasees”, from all liability to the undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in the death of the person or property of the undersigned arising out of or relating to training or daycare activities, whether caused by the negligence of the Releasees or not.

2. HEREBY AGRESS TO INEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to training or daycare activities whether caused by the negligence of the Releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING DEATH, arising out of or related to training and daycare activities whether caused by the negligence of the Releasees or otherwise.

4. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF TRAINING AND DAYCARE MAY BE DANGEROUS. TARINING AND DAYCARE ACTIVITIES involve the risk of serious injury and/or death and/or damage to person or property. These programs involve participation of working animals that may be subject to demanding physical and sometimes harsh climactic conditions.

5. HEREBY AGRESS THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPLTION OF RISK AND INDEMNITY AGREEMENT EXTENDS to all act of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota, or other states where training or doggy daycare is conducted by the releases and that if any portion thereof is held invalid, it is agree that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

***\*\*\*\*\*General Policy\*\*\*\*\****

#1. The company will endeavor to create as safe of an environment as possible for the training and boarding care of the dog(s) belonging to the above mentioned party, and will offer only sound, safe, and responsible training, care and post-boarding training instructions. Owner agrees, however, that all animals may exhibit unpredictable behaviors and that the company will not be liable for the actions of the dog that are outside of the control of the company. Owner agrees that the recommendation by the company of any product or service is not a guarantee of performance or owner’s satisfaction with that product or service.

#2. The company agrees to indemnify and hold owner harmless form and against any claims of injury, expense, costs, loss or damages caused by the gross negligence or willful misconduct of the company while the dog is in the sole custody, care and control of the company. Owner acknowledges that the company has no control over the dog when the dog is not in the exclusive custody, care and control of the company and owner agrees to indemnify and hold the company harmless from and against any and all claims of injury, expense, costs, loss or damages caused by the actions of the dog when the dog is not in the sole care and control of the company. Owner also agrees that this dog is suitable for a boarding environment, and agrees to be held responsible for damages caused by the dog in the event that the dog proves to be unsuitable for this training environment. Examples of this damage include, but are not limited to; crate damage, facility damage, injury of a person, or other animal.

***\*\*\*\*\*Photo/Video Release (all clients)\*\*\*\*\****

I hereby assign and grand to the company the right and permission to use, reproduce, distribute, and publish the photograph(s), film(s), videotape(s), audio/video recording(s) and electronic representation(s) made of me and/or my dog(s) at any time during the training and/or boarding of my dog(s) by the company and I hereby release the company from any and all liability resulting from such use, reproduction, distribution, and publication.

***Cancellation/No-Show Policy***

1. An appointment will be considered missed if you fail to attend your appointment or are more than 10 minutes late for your appointment. No refund will be given or offered for the appointment.
2. If you miss (no-show) one appointment or are 10+ minutes late to two appointments, you will forfeit any and all future appointments, training sessions, play dates, or other activities scheduled with Liberty K9 LLC. You will also forfeit all rights and privileges of our guarantee and any of our future events that were included in your program, etc. You will not be refunded for any remaining training, boarding or daycare.
3. In order to reschedule an appointment you must provide a minimum 48-hour notice via phone call or text. If you are unable to get through to someone via phone, we require that you leave a voicemail and also send a text message. If the minimum requirement of a 48-hour notice is not given, you will forfeit that lesson in your package.
4. By making a reservation with Liberty K9, LLC -

I agree to pay all charges for the full reservation(s) that I have made. If a reservation needs to be adjusted by any number of days, the reservation must be changed a minimum of 48 hours in advance to avoid being charged a fee. (Example: If the original reservation was made for Fri – Sun (2 night charge) and the client does not give a 48 hour notice that the pickup date will be Sat instead of Sun (a last min change reducing stay to a 1 night charge) the client will still be responsible for all charges from the original reservation of Fri –Sun (2 night charge). This will also be the case if you make a reservation for a Thur-Sun stay (3 night charge) and decide to drop off Friday instead (2 night charge) – if you do not notify us of the change a minimum of 48 hours ahead of time, you will be charged for the 3 night stay. I agree to provide a 48 hour minimum notice of any cancellation of any reservation. I agree that if I do not provide a 48 hour minimum notice, I will be charged a fee of 75% of my reservation not to exceed $150. I understand that the incurred fee must be paid prior to making any new reservations. The cancelation/no-show fee will be applied to my account and I will not be able to make a new reservation until the fee is paid in full. This policy applies to boarding and daycare. The same policy also applies to any no-shows. If you do not give us a minimum of 48 hours notice and you have a daycare punch card, your card will be punched for that day. This applies to boarding and daycare – not training. There are not refunds for training.

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**DOG WELFARE CLAUSE:** For the purpose of healthy dogs.

Grooming: If a dog comes to Liberty K9 LLC that is in such a state that it requires immediate attention (matted hair, filthy ears, excessively long nails, etc.) Liberty K9 will provide the services during the stay and add the cost of the service to the owner’s bill (even without prior approval from the client).

Food/weight: If your dog is eating an unsatisfactory food, Liberty K9 reserves the right to charge the client for a bag of a higher quality food. Staff will switch the dog to the appropriate food during the stay. The owner has the option to keep the remaining food that is left over. Or, Liberty K9 staff will feed a higher quality food during the stay and the owner will be charged per feeding. We will also adjust the feeding amount if your dog is over or under weight.

Vet Care: If a dog requires vet care while in our possession: We will attempt to contact the owner(s) and/or alternate emergency contact to inquire how they would like us to proceed. If contact is not able to be made, or contacts are unable to transport the dog to the veterinary office, Liberty K9 LLC staff will transport the dog to a veterinary clinic to be treated. The owner will incur all veterinary expenses and a milage fee of $0.50/mile to be reimbursed to Liberty K9 LLC.

SIGN:­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***REFUND POLICY (Training):***

We do not offer refunds. If you decide to cancel your training, or pick up from training early, no refunds will be given. Once a program is paid for, it is non-refundable. The non-refundable deposit is exactly that, non-refundable. The non-refundable deposit does not include any training or equipment. An exception may be made in emergency situations, but it is not our practice to provide refunds.

***KINDNESS CLAUSE:***

We believe in maintaining a happy/healthy/safe work environment for our staff. We expect that our staff will be treated with kindness and respect, and we will always do the same in return. If you are rude or disrespectful to a staff member, we will politely dismiss you from our client base. We greatly value our staff and the hard work that they do. We will not tolerate rude attitudes or clients who do not respect our policies/boundaries. If you have a complaint, please contact the owner, or speak with one of our managers.

I/we agree to follow the guidelines and procedures as outlined in all pages of the contract. I understand the terms and consequences if I fail to adhere to said guidelines. I understand the dog & personal releases of liability and training methods of Liberty K9 LLC.

Printed Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Signature(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alt. Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_