



# Liability-Consent Waiver

Coaching Sessions, Day Training Sessions, and Supportive Walks

## Terms of Services

### Cancellations and Rescheduling Policy:

#### Initial Coaching Package

- Non-Refundable
- Reschedule 48 Hours Prior
- Reschedules must be rebooked prior to the expiry date
- Payment due 24hrs after invoice sent (invoice sent within 24 hours of booking Initial Session)

#### Coaching Sessions and Supportive Walks (Single Bookings)

- Cancellations 48 Hours Prior - Full Refund Available (if cancelled 48 hours prior)
- Reschedule 48 Hours Prior
- Payment due 24hrs after invoice sent (invoice sent within 24 hours of booking)

#### Coaching Bundles, Supportive Walk Bundles and Day Training Packages

- Non-Refundable
- Reschedule 48 Hours Prior
- Reschedules must be rebooked prior to the expiry date
- Payment due 24hrs after invoice sent (invoice sent within 24 hours of booking first session of your bundle/package)

*By initialing below and signing this document at the end, I am confirming my understanding and compliance to the cancellation and rescheduling policy of my services purchased.*

**INITIAL**

### Expiry Dates on Bundles/Packages:

You can certainly reschedule, within reason. Services, packages and bundles have expiry dates. The reason for those expiry dates:

The program is designed with you, your dog and the training goals in mind. Behaviour momentum is important to ensure we reduce the idling between sessions:

- (1) losing your way in a training plan (training regressions),
- (2) keeping accountable,
- (3) continuing to move that goal post and reducing ruts, and
- (4) building that learned history with your dog.

We ask that we stick to the set schedule as best you can for best results.

We understand life can happen, but each program will have a reasonable 'expiry date' detailed and any reschedules must be booked in prior to the expiry date.

Some considerations may be made regarding adjusting expiry dates. Considerations may be made for extenuating circumstances regarding dog being unwell/injured or had experienced an unavoidable fearful event. Where the dog needs significant break from training.

### **Expiry Dates:**

1. Initial Coaching Packages – 1 month
2. Coaching Session (Single Booking) – 3 weeks
3. Coaching Bundles:
  - X3 Bundle – 2 months
  - X6 Bundle – 4 months
4. Day Training Packages:
  - Initial – 1 month
  - Continued – 6 weeks
5. Supportive Walk (Single Booking) – 3 weeks

\*tailored day training packages will have a predetermined expiry date sent along in the onboarding email.

### **\*Expiry dates are based on the original first booking**

For example, you booked your first session for Initial Coaching Package for Jan 15<sup>th</sup>, then your expiry date will be for Feb 15<sup>th</sup>. You must complete both sessions in the Initial Coaching Package by Feb 15<sup>th</sup>. If you reschedule the Jan 15<sup>th</sup> session, this will NOT reset your expiry date. The expiry date is set from the ORIGINAL first booking.



By initialing below and signing this document at the end, I am confirming my understanding and compliance to the expiry date of my services purchased.

**INITIAL**

### Payments

- Payments are due 24 hours after receiving the invoice. Invoices are sent out within 24 hours of booking your original session. Failure to pay in accordance with our payment policy will result in any bookings (single or bundled) to be cancelled.
- HST is applied to all services.
- We accept credit card and e-transfer.
- Invoices will be sent through Quickbooks with a link to pay. Do check your junk mail in case it ended up there. An onboarding email will be sent from [nicole@sparkyscomrade.ca](mailto:nicole@sparkyscomrade.ca) to remind you of this too).

By initialing below and signing this document at the end, I am confirming my understanding and compliance to the payment policies.

**INITIAL**

### Virtual or In-Person

1-on-1 Coaching Sessions will be conducted either Virtually or In-Person based on the trainers discretion regarding what is best to meet the training goal. Your trainer may want to adjust any previously structured package at their discretion depending on the flow of the training goals – either converting an in-person to virtual or virtual to an in-person session. We are an objective and goal-oriented training services, and prioritize setting up dogs for success. If we find a service is better going to serve you and your dog, we will make the appropriate changes. For further understanding why we still offer virtual services post pandemic: <https://weworkfortreats.com/blog/f/how-can-a-dog-trainer-help-me-virtually>

Additional costs apply for upgrades from Virtual to In-Person. A balance can be carried to other services if your In-Person services are converted to a Virtual service.

By initialing below and signing this document at the end, I am confirming my understanding and compliance to the policy around Virtual to In-Person Services.

**INITIAL**

## Day Training and Supportive Walks – Home Access

A key/fob to your home must be provided if you will not be home upon pick up for all scheduled day training services. The key must be made available on the first day training (by you, concierge, or lockbox), and be able to be returned on the last scheduled session.

**PLEASE DETAIL how we can access your home (if applicable):** \_\_\_\_\_

Sparky's Comrade Inc. service provider will follow the guidelines above, and only enter your home during the designated times of your service booked.

## Liability

I, the Releasing Party and the undersigned, have enrolled myself and my dog in Coaching Sessions, Day Training Sessions or Supportive Walks by Sparky's Comrade Inc., the Released Party.

1. By signing hereunder, I (the dog owner) verify that the participating dog is physically fit, in good health and up to date on the legally required vaccinations.
2. By signing hereunder, I (the dog owner) 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 behaviour issues. I acknowledge and assume all responsibility of my dog's behaviour that may lead to injury or bodily harm to myself, my dog, my family members, or third parties (people and other dogs). Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Sparky's Comrade Inc. and its authorized representatives. I hereby accept and assume, without reservation, all risks associated with my participation in Coaching Sessions, Day Training Sessions, and Supportive Walks, including but not limited to: the risk of any and all injuries or bodily harm, to myself, my dog, any family member, and third parties (people and other dogs) who may or may not be in participation to the training being conducted.
3. By signing hereunder, I (the dog owner) assume all responsibility for any damage, including but not limited to any property damage the dog may cause during the time of the training package. Understanding that training will be conducted on my property, and any training that would move to other third parties properties or City of Toronto properties when conducting training exercises and plans to their full capacity.
4. By signing hereunder, I (the dog owner) understand training is not a guarantee against future aggression of biting incidents.



5. As lawful consideration for participating in the Coaching Sessions, Day Training Sessions and Supportive Walks, I (the dog owner), for myself, my heirs, executors, administrators, legal representatives, successors, and assigns hereby waive, release, discharge and agree not to sue or to indemnify, defend and hold harmless Sparky's Comrade Inc. and their members, managers, agents and employees from any and all injuries, losses, claims and damages, to any person or persons of any nature whatsoever, including claims arising from the Released Party's own negligence, and all costs associated therewith, including attorney's fees, court costs, and consultant fees, arising from my participation in the Coaching Sessions, Day Training Sessions and Supportive Walks.
6. By signing hereunder, I (the dog owner) have provided all the history of my dog to the best of my knowledge based on their behavioural problems, including but not limited to the bite history of my dog, in regard to bites (or other physical interaction) to any person(s) or dog(s) that was due to provoked or unprovoked events that resulted in an injury to a person(s) or dog(s).

By initialing below and signing this document at the end, I am confirming my understanding of Liability outlined above.

**INITIAL**

### Upholding of Humane Treatment

Working with Sparky's Comrade, we understand they adhere to a: force free, positive reinforcement, evidence-based, ethically grounded science-based approach to dog training. By signing this contract, you are confirming that during the time of utilizing Sparky's Comrade Inc. services you withhold using the following methods to motivate behaviour change:

1. Shaking penny cans.
2. Alpha rolling (physically rolling dog over and pinning them down with non-consensual force).
3. Ear Pinching, grabbing by the scruff, or biting your dog.
4. Utilizing: Shock Collars, E-Collars, Vibration Collars, Citronella Collars, and any other collars designed to hurt or startle the dog that involves any battery operated devices. (this does not including, tracking/gps/fit collars).
5. Utilizing: Prong or Choke collars, or ill fitting martingale collars that result in the dog being choked, or any other type of device that tightens or pinches around the dogs neck or face.
6. Yell, Shout, or Scream at the dog in an attempt to intimidate or startle the dog.
7. Utilizing food in a coercive way. Luring your dog with food to conduct painful, non consensual acts, and then withholding food after such acts have been conducted.
8. Utilizing clickers/marker words to signal to the dog that a correction will not be delivered for that behavioural response.
9. Leash popping, aggressive leash pulling/control, dragging or lifting dog up with the leash.

For more information:

- <https://avsab.org/resources/position-statements/>
- <http://www.behaviorworks.org/files/articles/Errorless%20Learning.pdf>
- <http://www.behaviorworks.org/files/articles/He%20Said,%20She%20Said,%20Science%20Says.pdf>
- <http://www.behaviorworks.org/files/articles/Why%20Animals%20Need%20Trainers%20Who%20Adhere%20to%20a%20Procedural%20Hierarchy.pdf>
- <https://www.academyfordogtrainers.com/blog/why-we-need-to-modify-the-humane-hierarchy/>

By initialing below and signing this document at the end,

1. I am confirming my understanding and compliance to Humane Treatment of my dog.
2. I will disclose if ever I decide to engage another dog trainer during our time working together. If the trainer can be determined to be non-compliant to the Humane Treatment of dogs as outlined above, Sparky's Comrade Inc. reserves all rights to terminate services with I (the dog owner) without refund of services.

**INITIAL**

### Photo/Video Release

By signing hereunder, I (the dog owner) provide Sparky's Comrade consent to use any photo or video media collected during any service for, but not limited to, their social media, educational handouts and in extension to We Work for Treats (a Virtual Dog Training Studio owned/operated by Nicole Barnett, the director of Sparky's Comrade).

**Dog Owner Full Name (print):** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_