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## K9 TRAINING LIABILITY CONTRACT

### Training Rates For All Dog Breeds

10 Sessions: Obedience & Intro to Protection (4 months and up) .....	\$390.00
10 Sessions: Advance Protection only (11 months and up) .....	\$650.00
Advance Protection <b>Per Session</b> .....	\$95.00
Private Sessions (Mon-Fri by appointment only) .....	\$150/Hour
Day Training (Mon-Fri by appointment only) .....	\$75.00/Day
Off-Leash Training (Mon-Fri by appt. only) <b>Per Session</b> .....	\$95.00

### Obedience & Intro Protection

**Puppy Classes:** Sat/Sun 9:00am – 10:30am

**Over 8 Mths:** Sat/Sun 11:00am – 12:30pm

### Advance Protection

Sat/Sun 1:00pm - 2:00pm

- Do not feed your dog before training.
- Bring dogs treats for rewards for positive re-enforcement.
- Wear comfortable shoes (sneakers / tennis shoes)
- Do not bring your dog to Group Class if your dog is in heat
- Dog must have a buckle collar on for Intro Protection
- Advance Protection your dog must be evaluated by a trainer first
- We're not a Vet Clinic or a Dog Park

Introduction (To sign your dog for group classes) Saturday/Sunday at 2:00pm Introduction starts at 2:30

### **Current Vaccination Records Are Required**

**\*Rabies, Bordetella, DHPP (Distemper, Hepatitis, Parvovirus and Parainfluenza)**

### **AFTER 90 DAYS, ALL UNUSED CLASSES ARE FORFEITED AND LOST**

**NO REFUND** Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

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

## CUSTOMER INFORMATION

How were you referred to Wolfgang Expert Dog Training? \_\_\_\_\_

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Spouse's name: \_\_\_\_\_ Last name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone number: \_\_\_\_\_ Mobile number: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

# K9 INFORMATION

Name of dog: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: Female or Male

Breed: \_\_\_\_\_ Color: \_\_\_\_\_

**Does your dog have a complete vaccination record? Yes or No**

If yes, please provide a copy in person or via email (dogtraining@germank9expert.com)

If no, please answer the following questions:

How long have you owned your dog? \_\_\_\_\_

Where did you obtain your dog? \_\_\_\_\_

Any previous health/hip problems? \_\_\_\_\_

Any previous surgery? \_\_\_\_\_

Does your dog have any previous training? \_\_\_\_\_

If so, where? \_\_\_\_\_

Trainer's name: \_\_\_\_\_

How long? \_\_\_\_\_

What's your dog's training level?    BASIC    OBEDIENCE    TRACKING    PROTECTION    OTHER

Were you satisfied with the training? \_\_\_\_\_

How would you rate the training (1 being dissatisfied, 5 being very satisfied):    1    2    3    4    5

# TERMS & CONDITION FOR CLASS PARTICIPATION

1. All dogs must have current vaccination records in order to participate in the program.
2. Dogs cannot participate in the program when showing signs of illness such as kennel cough, fleas or other contagious symptoms. Company must be notified immediately of symptoms.
3. All dog owners are responsible for the liability damage or injury caused by their dogs.
4. Dogs training equipment has to be approved by Wolfgang for safety issues.
5. All dogs must be kept in a separate crate for the safety of all dogs.
6. All signers of our Wolfgang Expert Dog Training have the responsibility and liability for his or her visitors who enter in our training field for safety issues. Please keep children under supervision.
7. Selling equipment or dogs is not allowed and the Wolfgang Expert Dog Training premises.

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

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

# Wolfgang Expert Dog Training Release of Liability/Protection Training Liability

Name of dog owner: \_\_\_\_\_

Name of dog: \_\_\_\_\_

Breed/Age of dog: \_\_\_\_\_

I acknowledge that I am voluntarily participating in Protection Dog Training with Wolfgang Expert Dog Training.

I acknowledge that I am the owner and handler of the dog in protection training.

I agree to hold harmless Wolfgang Expert Dog Training and all its employees from any liability and all claims of loss, cost, harm, expense, damage, injury or accident caused by the action of my dog during training and after training is complete and for all time.

I take full responsibility for all liability and all claims of loss, cost, harm, expense, damage, injury or accident caused by the action of the above-named dog for all time

I am at least 18 years of age.

A parent or guardian must sign off if a child under the age of 18 is training a dog in protection class.

\_\_\_\_\_  
Parent or Guardian Signature

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Liability**

Training (Initial) \_\_\_\_\_

As with any type of learning, repetition and continued training is the key to success. It is the responsibility of the owner of the dog to continue handling and training the dog after the initial training is completed. Wolfgang Expert Dog Training reserve the right to suspend and/or discontinue any and all training sessions if it is deemed that the dog poses a threat to the handler, society, or both, due to an unstable mind or condition. If it is determined that illegal and or unscrupulous motives are the reasons for the training, Wolfgang Expert Dog Training will immediately cease and terminate all training of the individual dogs and owners, and there will be no refund of any prepaid or unused training sessions. No exceptions. We do not condone the use of a trained dog as a threat to society.

Liability (Initial) \_\_\_\_\_

In signing this contract, the owner here by releases Wolfgang Expert Dog Training and its officers, trainer, employees, and agents from any and all claims and liability resulting from any and all actions of the dog, owner, and handler. Wolfgang Expert Dog Training its agent, employees, and anyone acting on its behalf, assumes no responsibility or liability of any kind with respect to the activities, training, demeanor, or propensities of the animal during the course of training or later. It is expressly understood that by reason of the environment in which the animal is kept, and the manner in which the animal is used, or any other reasons, the animal may lose its training or proficiency subsequent to the conclusion of the training course. By reason thereof, the owner expressly agrees to release Wolfgang Expert Dog Training from any and all liability of any kind with respect to the owner and any third person, by reason of the activity and training of the animal. The owner further expressly agrees to hold Wolfgang Expert Dog Training its agents, employees, and anyone acting on its behalf, harmless with respect to any liabilities that Wolfgang Expert Dog Training maybe charged with, including the tendering of a defense by Wolfgang Expert Dog Training by you, in the event that litigation occurs by reason of any activity or training of the animal. This indemnity extends for all reasonable expenses incurred by Wolfgang Expert Dog Training including but not limited to attorney fees.

## Medical Conditions (Initial) \_\_\_\_\_

Dogs entered in any training program that are overweight and/or have any health problems should have a veterinarian certify that the dog is capable of performing the exercises intended as part of the training program. This is for the health and well-being of the animal. If the owner and/or handler decided that the dog is capable of performing the training exercises required, Wolfgang Expert Dog Training would not be liable if the dog becomes ill or injured due to the nature of exercise and training. In the case of dogs that are overweight, have hip disease, or any other disease, the owner of the dog assumes all legal responsibility of the training. Wolfgang Expert Dog Training will not be responsible for any medical problems of any dog or dogs that are not in good health or in top condition. Further, Wolfgang Expert Dog Training will not be responsible for any injury or loss to a dog. We will recommend to the owner/handler to reduce the training program to a level which the dog is physically capable of handling. The owner of the dog expressly agrees to pay for any and all veterinary expenses incurred and as required during the training and for the well-being of the dog. The owner/handler gives Wolfgang Expert Dog Training the authority to provide and seek immediate emergency medical treatment in a life-threatening situation. We will use the nearest veterinary facility. The owner will be responsible for any and all costs associated with such treatment. Wolfgang Expert Dog Training will make every effort to immediately notify the owner of such an event. **Owner's emergency phone number:**

\_\_\_\_\_

## Health and Weight (Initial) \_\_\_\_\_

During the course of the In-Kennel Training program, it is common for a dog's weight to fluctuate from the weight before starting the program. Wolfgang Expert Dog Training constantly monitors the health and weights of all dogs as steps to prevent any problems from arising. Wolfgang Expert Dog Training takes into consideration their training routines, feeding schedules, lifestyle previous to participating in the program, and more when changes in weight occur, either as loss or gain. Wolfgang Expert Dog Training is not responsible for sudden changes in weight from health-related problems prior to starting the program; owners and/or handlers who participate in our training programs deem the dog capable of training and will not hold Wolfgang Expert Dog Training responsible for weight changes during the program. Your dog could come into contact with contagious diseases such as kennel cough or giardia from (animal or human) and although rare. Wolfgang Expert Dog Training will not be responsible for any or all cost of veterinary care by licensed veterinarian.

## Training (Initial) \_\_\_\_\_

Wolfgang Expert Dog Training will determine the trainer who will work with the dog during the In-Kennel Training program, regardless of owner's and/or handler's request. The dog's trainer may also be changed during the program for various reasons, including but not limited to improving the dog's socialization and/or behavior, or to prepare the dog to be handled by several people after completion of the program. Wolfgang Expert Dog Training reserves the right to change the trainer for any particular dog for any reason, without causing a negative impact in the overall training of the dog.

## Dispute resolution (Initial) \_\_\_\_\_

If there is any dispute between us concerning this agreement or the rights or duties of either party under it, or the relationship between the parties, we shall first meet and confer in good faith to attempt to resolve it. The conference shall be in person if practicable, but may be by telephone, and each party may have such advisors present as deemed appropriate, such as attorneys and accountants. If the dispute is not resolved, we shall appoint a single mediator acceptable to both parties to mediate between us to attempt a resolution. Each party shall pay one half of the expenses and fees of mediation and shall deposit such amount in advance with the mediator. If the dispute is not resolved by mediation, it shall be arbitrated according to the rules of American Arbitration Association whether or not we use the services of the organization, and the rules of arbitration and the number of arbitrators may be changed by stipulation of the parties. Discovery shall be permitted. Each party shall deposit one half of the estimated fees and costs of arbitration with the arbitrator in advance of the arbitration. The arbitration decision shall be final and binding on both parties and may be filed by either party as final judgment in any court of competent jurisdiction. In the event of arbitration, the party not prevailing shall pay all the reasonable fees and expenses which of the prevailing party and incurs after mediation, including but not limited to attorney fees, court costs, arbitration fees, and cost, and the expenses of enforcing all awards and orders. All such expenses shall be recoverable as court costs after judgement. If there is a single arbitrator, he/she shall be an attorney-at-law. Nothing in this document shall prevent a party from seeking injunctive or other emergency relief, such as an unlawful detainer action, from the courts if necessary. The arbitrator or the presiding arbitrator shall have all the power and authority of a Superior Court judge to make such orders as may be necessary or appropriate, and the parties to dispute shall execute appropriate court forms to appoint the attorney arbitrator as a judge pro tempore of the Superior Court. All proceedings shall be conducted, insofar as is possible, under the rules of arbitration and not rules of court. If either party does not cooperate in the process of choosing

mediators, arbitrators, or judge pro-term, and continues to fail to do ten (10) days after written notice from the other party to do so, the selection and appointment already made by the other shall be deemed final, and the non-cooperating party signature on this agreement shall constitute its ratification of the acts of the other party. If a party fails to deposit costs and fees in advance with the mediator or arbitrator, he/she shall be deemed to have defaulted in such proceedings, and the mediation or arbitration shall proceed without his/her participation unless the other party wave such default. The parties intend by this paragraph to resolve disputes as quickly and amicable as possible and with minimum time an expense. Any disagreement as to how any proceeding should be conducted shall be resolved by the attorney arbitrator with the purpose of making the dispute resolution as informal and expeditious as possible. Notwithstanding any other provision in this paragraph, if either party files a claim which is within the jurisdiction of the Small Claims Court, the dispute shall be resolved under the rules of that court. The parties acknowledged that the arbitration procedure described in this paragraph provides for discovery only in the arbitration process, not in court, that we are waving our right to a trial in court by a judge or jury, and that we are prohibited from appealing to a court from a final decision reached in arbitration.

**\*AFTER 90 DAYS ALL UNUSED CLASSES ARE FORFEITED (LOST)**

**Initial \_\_\_\_\_ \*NON- REFUNDABLE (NO EXCEPTIONS)** Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

I, \_\_\_\_\_ the owner of my dog or dogs acknowledge that I have carefully read, understand, and agree to the terms on this contract.

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

Dog owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Wolfgang K9 Expert, Inc.: \_\_\_\_\_ Date: \_\_\_\_\_

It's your DISCRETION (the pet owner) if you want to socialize your dog in

Group Class. Some dogs may not be sociable or may carry a disease that we may not be unaware of, although rare. Also, you can bring your own dog bowl for water or use our dog bowls for water, which are shareable from other dogs in class.

INITIALS \_\_\_\_\_