



## Waiver of Liability

Waiver of Liability Name of dog owner: \_\_\_\_\_

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

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

Age: \_\_\_\_\_

I, the undersigned hereby acknowledges that I am voluntarily participating in Dog Training with KarmaK9. KarmaK9 will exercise all necessary and proper care and precautions, within reason, to keep all participants and dogs safe during training sessions in order to prevent injury to any property, other dog or person. However, because dogs are animals and may be unpredictable, KarmaK9 cannot protect against every potential injury, risk, or accident. This Release and Waiver are intended to shift the risk of participating in dog training to the Participant/Owner/Guardian of the dog participating in training. I acknowledge that I have had full opportunity to discuss any and all concerns I have regarding foregoing risks with KarmaK9 and its authorized representatives. Participant agrees to hold harmless KarmaK9 from any and all claims of injury (including death), loss, cost, expenses, or damage caused by the actions of Participant's dog during the course of training/boarding, or under the care, custody or control of KarmaK9. I hereby accept and assume, without reservation, all risks associated with my participation in the training program, including, but not limited to: the risks of any and all injuries (including death) to myself, my dog and any of my family members or third parties who may attend; the risks that my 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. I have read and understand KarmaK9 Policies and agree to abide by them. As lawful consideration for participating in the training program, I, for myself, my heirs, next of kin, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and covenants not to sue and to indemnify, defend and hold harmless KarmaK9, and their members, managers, agents, and employees (the "Released Party") from any and all injuries, losses, claims and damages to any person or persons of any nature its directors, officers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns, (hereinafter collectively the "Releasees") from any and all liability to the Undersigned for any loss, harm, damage, claim, injury or accident to the person or property of the Undersigned, whether caused by any ordinary negligent act or omission of the Releasees while the Undersigned or his/her dog is engaged in or participating in dog training/boarding or using any Trainer or Business facilities in connection therewith.



This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Further, Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party. 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 release and waiver, and assumption of risk is intended to be as expansive, broad, and inclusive as permitted by Texas law.

**NO GUARANTY OF RESULTS.** 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 guaranty that your dog will achieve the desired level of training, despite the best efforts of KarmaK9. You further understand that the recommendation of any other product or service by KarmaK9 is not a guaranty of satisfaction with that product or service.

**PHOTO RELEASE.** By signing below, you give KarmaK9 permission to publish in print, electronic, or video format the likeness or image of you and/or your dog. You release all claims against KarmaK9 with respect to privacy rights, publicity rights, copyright ownership and publication, including any claim for compensation related to use of the materials. Your trainer will ask permission before taking a photo and will refrain from doing so upon your request.

I represent that I am at least 18 years of age.

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