**Waiver of Liability & Informed Consent Release**

Name of dog(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned, have enrolled myself and my dog in dog training classes (both obedience and dog sports), private consultations, private rentals, workshops, events, seminars, fun days or other related activities (will be referred to herein as “Classes”) offered by **THE BRIGHTSIDE DOG TRAINING & BOARDING.**

By signing hereunder, I certify that I understand that there is always some unavoidable risk of injury and/or disease involved when working with or around animals, especially animals with behavioral issues or preexisting medical conditions that I do not know about personally. I acknowledge that dogs can be inherently difficult to control, especially in high distraction or arousal environments, and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties.

I hereby accept and assume, without reservation, all risks associated with my participation in the Classes, including, but not limited to: the risks of any and all injuries/sickness to myself or 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 in the Classes; and the risks that saliva, water, food and/or other debris may be present in the training area; the risk of diseases contracted such as but not limited to kennel cough or intestinal parasites. I understand that dog sports, including but not limited to agility, frisbee, and dock diving, propose the chance of injury or accident to either my dog or myself as they are high impact sports. I also understand that in some classes the dogs will be working off leash and that is also a risk to the dog and those participating in the Classes.

I have read and understand **THE BRIGHTSIDE DOG TRAINING & BOARDING** Operating Policies (next page), and agree to abide by them to the extent applicable.

As lawful consideration for participating in the Classes, I, for myself, my heirs, executors, admin- istrators, legal representatives, successors and assigns (the “Releasing Party”), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless T**HE BRIGHTSIDE DOG TRAINING & BOARDING** and their owners, members, managers, agents, and employees (the “Released Party”) from any and all injuries, diseases, 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 Classes.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. 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.

I hereby consent to my dog being the subject of the photographs and/or audiovisual recording and authorize **THE BRIGHTSIDE DOG TRAINING & BOARDING** to exhibited for educational purposes or promotions as still photographs, transparencies, motion pictures, television, video or other similar media.

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.

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

Owner’s signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE BRIGHTSIDE DOG TRAINING & BOARDING**

**Operating Policies**

1. Classes need to be paid for no later than the day of the scheduled class. Some classes/seminars may require payment or a deposit to secure your spot.

2. Refunds for classes will be given if the request is received 24 hours before the class start time. No refunds will be given for requests received within the 24 before class starts or after the session has begun. No refunds will be given if you can no longer attend the class, however a credit will be given towards a future class or service.

3. Make-up classes are not typically available for missed classes. If arrangements are made in advance, the instructor may be able to meet with students on a different day or before/after class time to go over what was missed. Private sessions are also available for an additional fee.

4. If your dog is sick, please do not bring them to class. If you have a question about what is allowed in class, please contact the instructor. You are encouraged to come to class without your dog to see what is covered that day.

5. Dogs in heat are allowed to attend class but must wear pants and be kept away from intact males.

6. The instructor reserves the right to expel dogs who show aggression towards people or other dogs. Private sessions may be recommended in these cases. Please be sure to disclose any aggressive tendencies that your dog may have to the instructor prior to registering.

7. Dogs must be on leash on the property at all times unless working, swimming, or is in a fenced in area (i.e. agility arena or dock area). This would include potty breaks and going to/from the car.

8. Please clean up after your dog. Potty stations are provided around the property and clean up supplies are provided in the building.

9. Please don't allow dogs to meet in class until the instructor gives permission.

10. Young children must be supervised by an additional adult so the primary handler of the dog can devote their full attention to class. Children are not allowed to mingle with other dogs here for training nor are they allowed on any agility obstacles.

11. For pool rentals, no food or drinks are permitted inside the dock area. Please allow for plenty of potty breaks and offer your dog fresh water to minimize the risk of Water Intoxication. No children under 4’ are allowed in the pool itself.

12. For field rentals, please leave the field the way you found it. You can move obstacles as needed but please return them to their original spot. Please clean up any spilled treats. If you are in classes at The Brightside or elsewhere, you agree to only practice obstacles your dog is trained on (i.e. please do not ask your dog to do something he/she has not done before without the guidance of your trainer!).