

This is a Contract between the Woof & Whiskers (“Resort”) and the pet owner whose signature appears below (“Owner”). The following agreement pertains to training services offered by the Resort and shall encompass all pets and pertain to all present and future visits of and by the Owner.

1. Monthly flea/tick medication is required for your pet.
2. By signing this Contract, Owner certifies to the accuracy of all information given about said pet.
3. The Owner agrees to be solely responsible for any and all acts or behavior of said pet while participating in training services at the Resort. If pet damages Resort property or harms another pet, Owner will be charged for any and all costs relating to such damage. If your dog needs medical attention you agree to be responsible for all veterinarian costs in addition to a transport fee of \$25.00.
4. Owner specifically represents that he or she is the sole owner of the pet, free and clear of all liens and encumbrances.
5. Owner specifically represents to Resort that the pet has not been exposed to canine influenza, Bordetella, rabies or distemper within a thirty (30) day period prior to training service. Owner agrees to present proof of all required vaccinations.
6. The Resort cannot accept responsibility for injury or damages caused by natural disasters such as hurricanes, tornados, floods, etc. In the event of a natural disaster during your dog’s board and training stay, the price will adjust to boarding price until Resort resumes normal operations. When it is safe to do so, you may be asked to pick up your dog and training service will be rescheduled.
7. By signing this contract, Owner hereby gives the Resort permission to photograph and video the pet during training sessions. These photos may be used on the Resort’s website pages, social media pages, and advertisements. Owner will not be entitled to any compensation for the use of these photos or videos. Any videos or photos will remain the property of the Resort.
17. This Contract contains the entire agreement between the parties. All terms and conditions of this Contract shall apply to each and every visit, solely and collectively, and shall be binding of the heirs, administrators, personal representatives and assigns of the Owner and the Resort.
18. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, or as the result of any claim or controversy involving the alleged negligence by any party to this contract, shall be settled in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator shall, as part of his award, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney’s fees of the prevailing party.
19. You agree to be contacted by the Resort via e-mail to include notifications of events and services.
20. Resort cannot make any guarantee regarding the outcome of any training program. Owner assumes full responsibility for the dog’s behavior during and after training program as there ae too many variables in the home environment beyond the trainer’s control.
21. The owner understands and agrees that failure to attend a scheduled class counts as a completed lesson and refunds will not be given.
22. The owner of the dog(s) may have the animal withdrawn from training at any time, however, once training has begun; all fees are non-refundable. If you dog is unable to attend group classes due to behavioral problems or health problems, the trainer may schedule alternative training program and apply the pro-rata balance toward that alternative training but a refund will not be given. If your dog is ill, injured or in heat they should not attend training and the owner can reschedule. Refunds are not giving for training programs where a minimum of 48 hours cancellation via phone was not given to the Resort. The Resort reserves the right to remove a dog from class or training program if deemed necessary. Partial or full refunds will be determined by the Trainer.
23. By signing this contract you acknowledge, having carefully read and fully understand this agreement, do hereby waive and release the Resort from any and all liability of any nature. This includes any injury, death, sickness or damage your pet may suffer during or after any training program. I also agree to indemnify and hold harmless the Resort from any and all claims due to damage the pet may cause to any third parties during or after training. The owner specifically acknowledges that they recognize the risk of taking a group class with other people and their dogs. This risk is entered into with the owner 100% responsible for their dog’s behavior at all times in the training environment.

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Date \_\_\_\_\_

## WAIVER – Assumption of Risk and Agreement to Hold Harmless

I understand that attendance of a dog training service is not without risk to myself or my dog because some of the dogs to which I (we) will be exposed may be difficult to control and may be the cause of injury even when handled with the greatest amount of care. The owner assumes all risks to themselves, their children, their guest(s), their dog and their property.

I hereby release Woof & Whiskers resort and its staff from any actions, claims or demands from any personal injury to myself, my dog and/or property damage which may arise out of participation in any of the dog training services we offer, including specifically, but not without limitation, any injury or damage resulting from the action of any dog. I expressly assume the risk of any such damage or injury while on the training grounds or surrounding area thereto.

The owner will indemnify and hold harmless Woof & Whiskers Resort and their staff against any physical harm or property loss/damage during and after training. The owner agrees to pay for any costs associated with property/loss damage and/or injuries caused by their dog while attending training.

Woof & Whiskers Resort do not accept responsibility for the lack of progress in the dogs training as there are too many variables in the home environment beyond the trainer's control.

Pet Owner's Name (Print) \_\_\_\_\_

Pet Owner's Signature: \_\_\_\_\_

Pet's Name \_\_\_\_\_

Pet's Name \_\_\_\_\_

Pet's Name \_\_\_\_\_

Date \_\_\_\_\_

Resort's Signature \_\_\_\_\_