

Waterfowl Widowmakers, L.L.C.

Dog Training Agreement and Release of Liability

[Waterfowl Widowmakers, L.L.C., its owners, representatives, employees or volunteers shall henceforth be referred to as "Waterfowl Widowmakers." The below named dog shall be referred to as "Dog." Dog's owner and/or authorized agent shall be referred to as "Owner."]

Dog's Information:

Registered Name: _____

Call Name: _____ Titles: _____

Birthdate: _____ Sex: Male Female Color: _____ Microchip #: _____

AKC Registration #: _____ UKC Registration #: _____

Proof of required vaccinations/preventive medicine:

- Distemper, Hepatitis, Leptospirosis, Parvo, Parainfluenza (DHLPP)
- Rabies
- Bordetella
- Heart worm (last date given _____)

Please specify below any special needs your dog may have:

Training Program/Objective: (Please check one)

- Obedience Only (2 Month Minimum)
- Basic Retriever Training (4 Month Minimum)
- Advanced/Finished Retriever Training

Owner's Information:

Name: _____ Phone: _____

Email: _____

Address: _____

HRC#: _____ Exp. Date: _____ SRS# _____

Emergency Contact (other than owner):

Name: _____ Phone: _____

By signing this document, Owner is voluntarily choosing to enroll Dog for training services with Waterfowl Widowmakers. Owner acknowledges that they have read, understand and agree to all of the terms and conditions outlined in this document as follows:

- Waterfowl Widowmakers will endeavor to create as safe an environment as possible for the training and boarding of Dog, and will endeavor to offer only sound, safe, and responsible training. However, Owner understands that there are inherent risks associated with training, competing, boarding, socializing, traveling, and working with dogs in general. Training/competitions are conducted in various natural/wildlife settings. Training/competitions will take place at various locations in state and out-of-state, at Waterfowl Widowmakers sole and absolute discretion. Owner acknowledges that training/competition poses dangers to people and animals. Such dangers include, but are not limited to: (a) animals that are difficult to control and that may bite, trip, knock down, collide, or fight; (b) the use of shotguns during the training and/or competition; (c) natural and man-made hazards (e.g., wildlife, equipment, slippery surfaces, or trip hazards); (d) hazards associated with travel to and from training and/or competition location; and (e) injury or death of Dog. Accordingly, Owner, on behalf of him/her, his/her family, and guests, assumes the risk of injuries, losses, damages, costs and expenses. Owner will not hold Waterfowl Widowmakers, any affiliates, or property owners responsible

for any injuries or misfortunes to Dog, Owner, members of Owner's family, or Owner's guests who may attend. If Dog is injured or dies, gets fleas, ticks or worms, contracts any illness or disease, is lost or stolen, or engages in any dangerous, vicious or unwanted behavior, Owner accepts the risk of the same and agrees that Waterfowl Widowmakers shall not be held responsible for it or any resulting injuries, illnesses, losses, damages, costs or expenses whatsoever.

- Owner acknowledges and agrees that while under the care of Waterfowl Widowmakers there will be times during the day that Dog will be allowed to mingle freely with other dogs and that this interaction may not be directly supervised at all times. Owner understands that there are risks involved, including scrapes and cuts, which are commonplace due to the nature of dog play. More serious injuries cannot be predicted but Owner is aware harm or loss could come to Dog given the unpredictable nature of dogs and the nature of the communal setting. Owner understands and accepts the risks and assumes full responsibility for any such event and any costs related to it.
- Owner accepts responsibility for any damages Dog may cause through malicious, aggressive, or improper behavior and will reimburse Waterfowl Widowmakers in full for the value of those damages.
- Owner agrees to hold harmless, indemnify, and defend Waterfowl Widowmakers from any and all claims brought by third parties, arising out of Owner's actions or the actions of Owner's family members, guests or dog(s). If Owner, its family, guests, or dog(s) cause damage to property, or injury to any dog, animal or person, Owner agrees to pay all resulting losses and damages suffered or incurred and to defend and indemnify Waterfowl Widowmakers from any resulting claims, demands, lawsuits, losses, costs or expenses, including attorneys' fees.
- Owner represents and warrants that Dog is physically fit and has no known medical condition which would prevent his full participation in training.
- Owner represents and warrants that Dog has received required vaccinations. Vaccinations are to remain current throughout the duration of the training program. (Documentation required)
- Dog must be free of fleas and parasites to participate in the training program. If fleas or parasites are detected, owner agrees to reimburse Waterfowl Widowmakers for the cost of eradication.
- Owner understands that even though all dogs are properly vaccinated in the facility, a medical situation could arise due to the communal group of dogs. Owner will be responsible for any and all medical costs if Dog catches a communicable illness while under the care of Waterfowl Widowmakers.
- If in the judgment of Waterfowl Widowmakers, Dog requires medical attention, Owner hereby authorizes Waterfowl Widowmakers to transport Dog to Family Pet Care (Dr. Ben Shelnut) or the closest available veterinary clinic. Waterfowl Widowmakers will do their best to contact Owner in advance, but in the event they cannot, Waterfowl Widowmakers is authorized to approve any medical treatment recommended by a veterinarian. Waterfowl Widowmakers will not be held responsible for any decisions made by the veterinarian on Dog's behalf. Owner releases Waterfowl Widowmakers from any and all responsibility for, or claims, debts, or damages related to such medical care.
- Owner accepts responsibility for payment of all medical bills and agrees to promptly pay all costs incurred for any veterinary treatment plus a \$40 transport fee per instance.
- Owner authorizes this signed agreement to be valid approval for future services without having to sign additional agreements each time Dog returns for subsequent visits to Waterfowl Widowmakers.
- Photographs/videos taken of Owner and/or Dog while in the care of Waterfowl Widowmakers are the properties of Waterfowl Widowmakers and may be used at their discretion.
- Owner agrees to pay training fees of \$ [redacted] per monthly training period: [redacted]. Pricing includes dog training, boarding, food, and heartworm preventative, as well as owner education. Owner will provide any special care supplies (medications, flea and tick prevention, special diet, supplements, etc.) at their expense and authorizes the administration of said special care supplies. Payments are due by the [redacted] of the month (5 days prior to the next month's training period). If payment is not received by the start of the monthly training period, a \$25 late fee will be assessed.
- After Dog has been in training for at least one month, Owner may take Dog home, hunting, or whatever for periods of time; however, there will be no discount or reduction in fee. If Dog has a medical reason for removal from training, it will be trained for the period of time that is missed when it returns for training.
- If Owner wishes to voluntarily remove Dog from our training program prior to completing the minimum monthly requirement for the training program that Dog is enrolled in, Owner may do so; however, full payment for the program, all fees, and medical expenses must be paid prior to removal.
- Owner agrees to pay a boarding fee of \$25 per day, for each day Dog remains at Waterfowl Widowmakers' facility past the paid training periods.

- If any payment is more than 30 days late, and Owner has not contacted Waterfowl Widomakers to negotiate alternate payment arrangements, Dog will be consider to be abandoned. A certified letter will be sent demanding payment within 10 days from the date of receipt of the letter. If Owner does not pay the past due amount in full within the 10 day period, Dog will become the property of Waterfowl Widomakers.
- Owner agrees to pay all fees and expenses in full before Dog will be released to go home.
- Waterfowl Widomakers makes no guarantees, express or implied, as to the performance of Dog following training.
- Waterfowl Widomakers reserves the right to remove or refuse a dog from any of its programs. Waterfowl Widomakers duties shall terminate if (a) in Waterfowl Widomakers' sole judgment Dog is dangerous or vicious to any person or animal, or interferes with the training of other dogs; or (b) Owner breaches any term or condition of this Agreement.

Hunt Test/SRS/Field Trial Dogs:

- Waterfowl Widomakers runs a variety of tests/trials throughout the year. If Owner wishes for Waterfowl Widomakers to handle Dog at one of the events that it is attending, Owner agrees to:pay all entry fees and the following handling fees: Junior, Started, Senior, Seasoned, Finished, Derby, or Qualifying = \$75 per entry; Master or SRS = \$100 per entry; Grand = \$25 per day for each day Dog competes + Waterfowl Widomakers' actual costs for travel/lodging/meals divided by the number of dogs Waterfowl Widomakers has entered in the event. Owner must either enter Dog in the event themselves, or provide all required information (Dog's registered name, Dog's registration #, Owner's club membership #, etc.); and, have a credit/debit card on file with Waterfowl Widomakers' billing system so that Waterfowl Widomakers can invoice and charge for payment immediately upon entry.

I have read, understand and agree to all of the terms and conditions outlined in this document.

Owner's Signature: _____

Date: _____