

TWIN PORTS DOG TRAINING CLUB (TPDTC)

Waiver of Liability & Informed Consent Release

Name of Handler: _____

I, the undersigned, have enrolled myself and my dog in dog training classes offered by the Twin Ports Dog Training club (TPDTC).

By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioral issues. I acknowledge that dogs can be inherently difficult to control 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. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Twin Ports Dog Training Club and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area.

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 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 in classes; and the risks that saliva, water, food, snow and/or other debris may be present in the training area and the risk of contracting COVID-19 since TPDTC is open for use by other individuals.

As lawful consideration for participating in the classes, I, for myself, my heirs, executors, administrators, legal representatives, successors,(the "Releasing Party") hereby waive, release, discharge, and agree not to sue and to indemnify, defend, and hold harmless Twin Ports Dog Training Club and its members, managers, agents, employees, and volunteers (the "Released Party") from any and all injuries, 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 & 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.

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

Handler's signature: _____ Date: _____

Parent or guardian signature, if under 18 years of age: _____