

Group Class Waiver

ASSUMPTION OF RISK

By registering for this class, “you” or “Participant” acknowledges that he/she is voluntarily participating in dog training provided by Upward Hound Dog Training with knowledge of the potential dangers. Participant represents that he/she is the owner or guardian of the dog(s) identified in this Agreement. You acknowledge that dogs are unpredictable animals with their own will and drives, and therefore, regardless of training, handling, or environmental circumstance, Upward Hound Dog Training cannot protect against every potential injury, risk or accident to you, to other persons participating in the training or on the property where the training is taking place, or to dogs. These may include dog attacks, dog bites and the responsive actions and complications that arise from them, and you understand and acknowledge that such risks are inherent and cannot be eliminated. This Agreement is intended to shift the risk of participating in dog training to you. Do not sign it unless you are willing to assume the risk to yourself, your dog, and others accompanying you of your participation in dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training and related activities on the property of Upward Hound Dog Training, in your own home, or in a public space.

RELEASE OF LIABILITY

Participant agrees that in consideration for being permitted to participate in dog training provided by Upward Hound Dog Training, and/or to use any of Upward Hound Dog Training’s facilities in connection with dog training, Participant, for himself/herself, and his/her heirs, next of kin, executors, and personal representatives (collectively, “Releasers”), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue Upward Hound Dog Training, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns (collectively, “Releasees”), from any and all liability to Releasers for any loss, harm, damage, claim, injury (including death) or accident to the person or property of Participant, Participant’s dog, and any other persons accompanying Participant at the dog training, including any minor children, arising out of or related to participating in dog training or using any facilities or equipment of Upward Hound Dog Training, even if caused by any negligent act or omission of Releasees. Nothing herein is intended to release Releasees from any harm, injury, claim or damage caused by intentional, wanton or reckless misconduct.

INDEMNIFICATION

You agree that you are and will be responsible for your conduct and the conduct of your dog and others accompanying you (including minor children) at all times. You agree to indemnify and hold harmless Upward Hound Dog Training, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives (“Upward Hound Dog Training Personnel”), from any



UPWARD HOUND
DOG TRAINING

651-271-9570

casey@upwardhound.com

and all claims of injury (including death), loss, cost, expenses, or damage to persons, dogs, or property caused by the acts or omissions of you, your dog, and any other persons accompanying you, including any minor children, during the course of training or related activities, as well as by the conduct of your dog under your own care as a result of following training instructions. This provision applies whether the claims are made by you, members of your family, your accompanying guests, Upward Hound Dog Training Personnel, or third parties.

USE OF PREMISES

In consideration for being permitted to participate in dog training and related events at Upward Hound Dog Training/ 318 North Main St., Star Prairie, WI 54016 (the "Premises"), you agree that your release and indemnification obligations set forth above will be extended to cover the owner of the Premises and his/her/its directors, officers, members, managers, employees, agents (collectively, "Owner Parties"). In addition, the Releasors (as defined above) waive, release and discharge any and all claims for damages for personal injury, death, or property damage, including injuries (including death) to you or your dog(s) or damage to your vehicle which you may incur, against the Owner Parties as a result of any activities while on the Premises, before arriving on the Premises, and after departing the Premises, whether or not as a result of any condition on the Premises.

You understand that your dog is your responsibility to keep in control at all times, quiet, crated or on lead when not training. You understand that you are responsible for watering, feeding, and picking up after your dog. You have been advised and understand that no vet or doctor will be present on the Premises, and time could be of the essence in getting you, others accompanying you, or your dog to a vet or doctor for an injury, illness, or bite and you agree to indemnify and hold harmless the Owner Parties and Upward Hound Dog Training Personnel for any first-aid should qualified medical attention not be given timely.

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 Upward Hound Dog Training. You further understand that the recommendation of any other product or service by Upward Hound Dog Training is not a guaranty of satisfaction with that product or service.

PHOTO RELEASE

By registering for this class, you give Upward Hound Dog Training permission to publish in print, electronic, or video format the likeness or image of you and/or your dog. You release all claims against Upward Hound Dog Training with respect to privacy rights, publicity rights, copyright ownership and publication, including any claim for compensation related to use of the materials.

SAVINGS CLAUSE

You expressly agree that the foregoing assumption of risk, release, waiver, and indemnity provisions are intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, you agree that the remaining provisions will continue in full force and effect.

KNOWING AND VOLUNTARY EXECUTION

By registering for this class, you declare that you are at least 18 years of age and competent to sign this Agreement. **You acknowledge that you have carefully read this Agreement, understand its contents, and agree to be bound by its terms. You specifically understand that this Agreement includes an assumption of the risk of Upward Hound Dog Training's negligence and a release of Upward Hound Dog Training's liability.**