

## **WAIVER OF LIABILITY**

**And**

## **INFORMED CONSENT RELEASE**

I, the undersigned, have enrolled myself and my dog in dog Coaching classes, private consultations, workshops or other related activities (the “Classes”) offered by Billings K9 Coaching, Inc. By signing this document, 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 a dog 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 Billings K9 Coaching, Inc. and its authorized representatives. I have also made inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable).

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 the Classes; and the risks that saliva, water, food, snow and/or other debris may be present in the training area. I have heard or read (and understand) any and all Billings K9 Coaching, Inc.’s policies, and agree to abide by them to the extent applicable.

As lawful consideration for participating in the classes, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (collectively, the “Releasing Party”), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Billings K9 Coaching, Inc., and its owners, members, managers, agents, and employees (collectively, 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. I also agree to indemnify, defend, and hold harmless Billings K9 Coaching, Inc. if a claim is made against it by another party relating to a dog that I bring to 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 Billings K9 Coaching, Inc. to cause the same to be exhibited for educational or promotional purposes either on the internet or otherwise as still photographs, transparencies, 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.

If there is any dispute or claim relating to the matters covered by this document or the Classes, the parties agree to submit such a dispute to binding arbitration in accordance with Montana's Uniform Arbitration Act. The prevailing party shall be entitled to legal fees and costs in any such proceeding.

I represent that I am at least 18 years of age and have the capacity to sign this document.

Signed by:

\_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_