FEETS PANS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PHOTO AND VIDEO RELEASE

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I UNDERSTAND THAT I MAY NOT RECEIVE OR PARTICIPATE IN ANY CLASS, SERVICE OR OTHER ACTIVITY EITHER IN-PER-SON ON ONLINE WITH FEET & PAWS (HEREON TOGETHER REFERRED TO AS "ACTIVITY") WITHOUT SIGNING THIS RELEASE.

I acknowledge and understand that Feet & Paws, its owners, board of directors, instructors, trainers, contractors, employees, volunteers or agents (hereby together referred to as "FEET & PAWS") is not responsible for the safe-keeping of my personal belongings while I attend ACTIVITY. I understand that ACTIVITY may be physically strenuous for me, my family, guests, agents, children/minors, and/or pet, and participation in ACTIVITY is both voluntary and not without risk of personal injury, disability, property loss, sickness (including but not limited to COVID 19), and/or death for myself, my family, guests, agents, children/minors and/or pet. I further understand that there are discomforts associated with physical activity for myself, family, guests, agents children/minors, and/or pet, such as but not limited to muscle soreness and strains and rarely cardiovascular problems including high blood pressure and very rarely, "heart attack" or even death.

I, being fully informed of such risks and hazards, agree to assume all risks of such occurrences involving myself, my family, guests, agents, children/minors, and pet that may result from my participation in ACTIVITY, as well as any damage, loss or theft of any personal property incurred by myself, my family, guests, agents, children/minors and/or pet(s). My assumption of risk includes but is not limited to the use of any equipment (mechanical or otherwise), props, or sidewalks. I further agree, on behalf of myself, my family, guests, agents and/or children/minors, to assume complete and sole responsibility for any and all actions of any animal(s) belonging to, or brought to ACTIVITY by myself, my family, guests, agents and/or children/minors. I also understand that some local laws and ordinances require pets to be licensed and I hereby acknowledge that my pet(s) as well as those of my family, guests, and/or agents have been licensed in accordance with local laws. I am aware that there are inherent risks and hazards involved in activities with and around animals/dogs and that any animal, regardless of training, handling, or environmental circumstance, is capable of biting. I, on behalf of myself and my family, guest, agents, children/minors, and/or pet, expressly acknowledge these risks and voluntarily participate in ACTIVITY.

I agree, on behalf of myself, my family, guests, agents, children/minors, pet(s), representatives, heirs, executors, and administrators, to indemnify, hold harmless, release, and forever discharge FEET & PAWS, as well as any property/location where ACTIVITY occur, including said property/location's owner(s), managers, employees, agents or tenants of the property, from any and all claims, demands, actions, causes of action (known or unknown) or liability of any kind whatsoever, for property loss, property damage, expense, costs, damages, injury, sickness (including but not limited to COVID 19), or death to me, my family, guests, agents, children/minors and/or pet(s) while participating in ACTIVITY, even if proximately caused by the negligence of FEET & PAWS, whether active or passive, or caused by a third party, their family, guest, agent, and/or pet, myself, my family, guests, agents, children/ minors and/or any pet(s) belonging to or brought to the ACTIVITY by myself, my family, guests, agents, and/or children/minors.

This waiver and release of liability includes but is not limited to, injuries which may occur as a result of (a) me or my family, guests, agents, children/minors, and/or pet's use of any exercise equipment/props or facilities which may malfunction or break, (b) FEET & PAWS' improper maintenance of any equipment/props or facilities, (c) FEET & PAWS' negligent instruction or supervision, including group exercise instruction, fitness training, and dog training and (d) me or my family, guests, agents, children/minors, and/or pet slipping and falling while at any ACTIVITY or any location used by FEET & PAWS for any reason, including FEET & PAWS' negligent inspection or maintenance of location.

I understand that no agent, employee or other client of FEET & PAWS, or others that may be present at the ACTIVITY, will be responsible to stand watch over the activities of my pet or those of my family, guests, agents, and/or children/ minors. I understand the nature of ACTIVITY for which I am participating in and have read and fully understand this waiver, release, and hold harmless agreement. I further understand that any advisements or warnings of the particular risks of ACTIVITY that I subsequently receive will be incorporated by reference into and become a part of this agreement.

I recognize that FEET & PAWS is not responsible for unintential errors, omissions, or incorrect assertions. I understand that the recommendation of any other product or service is not a guarantee of my satisfaction with that product or service.

I hereby give to FEET & PAWS the right and permission to copyright and use photographic portraits, pictures, and videos of myself, my family, guests, agents, children/minors, and/or my pet(s) who may be included intact or in part, in any and all illustration, art, promotion, advertising, trade, or for any other means (hereby together referred to as "Media") now or in the future. I understand I will not receive payment or any other consideration or compensation for its use.

In addition I, hereby release, discharge, and agree to hold harmless Feet & Paws from any liability, that may occur or be produced in the taking of said Media or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. I hereby grant Feet & Paws the right and permission to use me and my family, guests, agents, children/minors, and/or pet's name in connection with Media if so chosen.

This release can only be modified in writing and shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PHOTO, AND VIDEO RELEASE. I FULLY UNDERSTAND ITS TERMS AND THAT IT IS A LEGAL CONTRACT BETWEEN MYSELF AND FEET & PAWS. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND UNDERSTAND THAT BY SIGNING IT I AGREE TO ITS TERMS, WHICH AFFECTS MY LEGAL RIGHTS. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, AND UNDERSTAND IT SHALL BE A BINDING CONTRACT ONCE SIGNED.

___/ _____/ 20_____ Date



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GROUP DOG AND/OR FITNESS TRAINING CLASS CODE OF CONDUCT

The following are the rules and policies for Feet & Paws' Group Dog and/or Fitness Training Classes, both in-person and online where applicable.

- 1 I am aware that a number of factors can influence the success of a dog and/or fitness training program and result(s) are not guaranteed. I understand that some dog behavioral issues (including but not limited to fear, aggression, separation anxiety) are more complex and may effect training.
- 2 I am aware my consistent participation and practice in and outside of class is integral to the success of any and all dog and/or fitness training programs.
- 3 I agree my dog will be leashed and I will *hold on to my dog's leash at all times* (including from my car, before, during and after class, and back to my car). Furthermore, I will not ask anyone else to handle my dog and/or their leash and/or collar.
- I will follow the "2 and 6 Rule" when arriving, during, and departing class. My dog should NEVER BE MORE THAN 2 FEET FROM ME and ALWAYS AT LEAST 6 FEET FROM OTHER PEO-PLE & DOGS, unless instructed otherwise by the Trainer.
- ⁵ I understand that class is not play time, unless instructed otherwise by the Trainer. Additionally, any time I allow my dog to interact with another dog that is either attending or passing through class, I do so at my (dog's) own risk.
- 6 I am responsible for the actions of myself, my family, guests, agents, and pet at all times. I will maintain control of my dog and prevent and discourage any disruptive behavior. I understand that no Feet & Paws representative, client, or others present, is responsible to stand watch over my pet.
- 7 I understand there is only one dog allowed per handler.
- 8 I understand I am not permitted to handle and/or correct any other dog other my own.
- 9 I understand I am responsible for picking up after my own dog, including but not limited to: urine and fecal elimination, water (drinking water, etc.), and drool.
- 10 I will not attend class while my dog is in heat.
- 11 I understand my dog must be kept up-to-date on required vaccines (DHPP, Bordetella, Rabies, & Lepto) or titer test results. It is my responsibility to update my dog's records with Feet & Paws.
- I understand all dogs in Feet & Paws' classes are vaccinated, but that there are bacteria, viruses, and parasites that cannot be fully vaccinated against and that in any environment my dog(s) may be exposed to such. I will not hold Feet & Paws responsible for any veterinary expenses that incur from the contraction of any viruses, bacteria, or other event, such as bee stings, that may cause the need for medical care.
- 13 I understand the use of cell phones and other electronic devices are not allowed during class for the safety of myself, my dog, and other participants unless approved in advance.
- 14 I will not feed other dogs unless given permission to do so by their owner.



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- 15 DOG OBEDIENCE TRAINING CLASS ONLY: I am allowed one make up class of the same level in a future series. I am responsible for coordinating this opportunity with Feet & Paws.
- 16 If I or my dog is feeling sick in any way, I will not come to class and will contact Feet & Paws ASAP. In order to demonstrate with my dog, Feet & Paws will need to grab their leash from me. If I am uncomfortable with this, I will let Feet & Paws know and they will refrain from demonstrating with my dog. If not, I'll take any precautions I feel necessary (gloves, hand sanitizer, etc).
- 17 I have informed Feet & Paws of any and all aggressive behavior my dog has displayed 1) regarding food and 2) towards other dogs, animals or persons including but not limited to growling, nipping, charging and biting.
- 18 I understand if my dog displays any fearful or aggressive behavior that Feet & Paws may require my dog wear a muzzle to continue participating any Feet & Paws' activity. Furthermore, I will notify Feet & Paws in writing if my dog exhibits any aggression (including my not limited to growling, nipping, charging and biting) outside of class at least 48 hours *before* attending my next class and/or activity.
- 19 Feet & Paws reserves the right to refuse service to me and my dog at any time.
- 20 I understand there are mandatory items to participate in Feet & Paws Dog Training Classes. It is my responsibility to bring these items to class and without them, I may not be able to participat. This is for the safety of myself, my dog, and other participants.

21 **REQUIRED ITEMS:**

- 6 ft. hands-free leash, nylon OR leather leash. No Flexi/Retractible Leads!
- Flat buckle collar, martingale, OR harness. Prong collars acceptable with instructor approval. NO slip collars.
- Treats (and a Pouch): Real Meat Company treats, doggy beef jerky, turkey dogs and/ or string cheese (cut in pieces), Dick Van Patten's Natural Balance Roll, Zuke's, or freeze dried liver. They should be prepared before class into pea sized pieces. For instance, I use my nail to break Zuke's into 3-4 pieces.
- Water: For you and your dog. Don't forget a bowl or consider getting a Gulpie.
- Bed/Place for your Dog: It can be their bed or simply a towel or bath mat large enough for them to lay down on.
- Closed toed shoes for Dog Training Class. Gym shoes for Workout With Your Dog Class.
- DOG TRAINING CLASS ONLY: Long Line—15 ft for small dogs, 20 ft for large dogs. **Not needed until the second or third week of class**
- 22 I will arrive 5-10 minutes BEFORE class to set up my spot and allow my dog time to potty.
- 23 I understand that all fees are payable in advance and all sales are non-refundable. Credit for use on other/later services available at Feet & Paws's discretion.
- 24 This agreement shall apply to any future classes and other activities or services without additional written authorization.
- ²⁵ I understand that Feet & Paws reserves the right to amend this Code of Conduct as needed, including the list of required items, and will do so in writing (email and/or text). (Feet & Paws' Client Initials) FEET & PAWS CODE OF CONDUCT PG 02 of 03



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GROUP DOG AND/OR FITNESS TRAINING CLASS CODE OF CONDUCT

WORKOUT WITH YOUR DOG CLASSES ONLY

- 26 I understand I must reserve my spot at least 12 HOURS prior to class, using the current reservation method, in order to attend class.
- 27 I understand Workout With Your Dog classes is not a dog obedience training program and does not guarantee dog obedience training results.
- 28 I give my consent for Feet & Paws to discuss my dog(s)'s fitness and/or obedience with relevant parties such as my veterinarian as needed.
- 29 I understand Feet & Paws reserves the right to restrict or eliminate the ability to use (specific) treats and/or toys for the safety of all participants. I understand that, if I am allowed to bring (specific) treats/kibble to encourage and help my dog succeed in training, I will not feed other dogs.
- 30 **TARDINESS POLICY:** I understand that if I arrive more than 10 minutes late it is up to the Trainer's discretion if I am allowed to participate in class. **Tardy Trainer** If the Trainer is over 5 minutes late, they will make up the time at the end of that class or afuture class at their discretion.
- 31 **CANCELLATION POLICY:** I must notify my Trainer at least 12 hours in advance to cancel my RSVP. Failure to contact my Trainer by call, text, or email will result in a class loss. I will be charged for all no-shows and classes cancelled with fewer than 12 hours notice.

I have read, understand, and, by signing below, agree to comply with rules and policies outlined in Feet & Paws' Code of Conduct.

Name (PRINTED)	Signature
Dog's Name	/ / Date