

Legal Liability Form

Liability

Whether I am enrolling my dog in a Djify LLC reward-based training class or addressing a serious behavior problem such as but not limited to aggression, I understand that dog training classes or private dog training lessons come with an inherent risk. Risk and possible injury include, but are not limited to:

Exposure to parasites, viruses, and other medical conditions passed from dog-to-dog or person-to-dog;
Sprains, strains, slips, trips, falls, bites, broken bones;
Motor vehicle accident during transportation; and
Fatigue, dehydration, nicks, cuts, or death.

I understand that not each and every potential risk can be listed, but nonetheless agree that the benefits associated with dog training outweigh the possible risks. I understand the following statement will hold true regardless of the training venue to include, but not limited to, my home, Djify LLC, or any "off premises" training I may do with my dog and any member of the Djify LLC training team:

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Djify LLC, its agents, successors, heirs, trainers, training assistants, trainer apprentices or employees harmless of any and all liability, claims, demands, actions, rights of action, blame, fault, or wrong-doing which are related to, arise out of, or are in any way connected with my dog's participation in activities with Djify LLC, including those allegedly attributable to the negligent acts or omissions of Djify LLC or their staff.

Training

I understand that the extent to which a dog is successfully trained is a function of the interest, time, commitment, consistency, and cooperation of the owner. I acknowledge and agree that there is no guarantee that my dog will achieve the desired level of training, despite the best efforts of the instructor.

I understand that some dogs are not suited to the class environment and may be referred to another program for evaluation at the discretion of the trainer. Djify LLC reserves the right to refuse training to any dog if the trainer determines that the dog causes risk of harm to the trainer, handler, or others. I also understand that no female dog in heat may attend class.

I further understand that no child under the age of 10 years will be permitted to handle my dog during a class or private lesson and that in some instances it is inappropriate for any non-adult to control a dog during training. Determination of ability to physically control any dog will be the responsibility of Djify LLC trainer or assistant trainer.

No child under the age of 16 will be permitted to attend the class without a parent or guardian. I understand that children attending class must be quiet and respectful, or they may be asked to leave the building. I further understand that abusive behavior towards a dog by a handler may be cause to terminate the class or private lesson temporarily or permanently with no refund of money due the client. The determination of what constitutes abuse is to be made by a Djify LLC trainer or assistant.

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Health, Allergies, Special Diets, and Medications

I agree that I will disclose to Djify LLC any allergies my dog may have. I further agree to disclose to Djify LLC any special dietary needs or medications my dog may require if necessary during activities with Djify LLC.

I further understand that I must produce paperwork from my veterinarian as proof that my dog has the required vaccines to enroll in the class or evaluation. Any vaccine concerns (titers, exclusions, etc.) will be directed to the trainer and handled on a case-by-case basis. I verify that to the best of my knowledge my dog is healthy and free of contagious disease. Should any Djify LLC employee have reason to question the health of my dog upon presentation, I understand that I may be asked to remove my dog and produce a health certificate from my veterinarian.

Photographs and Statements

I authorize use of my visual image(s), dog's visual image(s), and my statements in newsletters, posters, and other materials.

Agreement to Pay

Djify LLC accepts check, cash, or credit card. I agree to pay the service rates in effect for my dog's participation in activities with Djify LLC. All services must be paid in full before the dog will be authorized to participate.

Cancellation / Refund Policy

Private Lessons are reserved time specifically for you. Failure to cancel at least 24 hours ahead of your scheduled appointment or reservation and not keeping that appointment will result in a charge of 50% of your total fee. Djify LLC acknowledges that unforeseen circumstances out of our control do happen. Please still notify Djify LLC within the 24 hour period for a \$10.00 late cancellation fee in emergency situations at Djify LLC discretion.

There are no refunds for services rendered. Refunds are given on a case by case basis and under extenuating circumstances at Djify LLC discretion. Exceptions are made for Active Duty Service Members with orders.

Damage

I accept the responsibility of paying for any damage to facility, property, and/or equipment caused by my dog.

Right to Decline

I understand Djify LLC reserves the exclusive right to decline participation or to terminate participation in activities with Djify LLC to any dog at any time for any reason.

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Attorney Fees, Applicable Law & Venue

Should Djify LLC, or anyone acting on their behalf, be required for any reason to incur attorney fees and costs to enforce or defend this agreement, I agree to indemnify and reimburse Djify LLC for such fees and costs. Further, I agree and understand that any disputes arising out of this Agreement will be decided pursuant to the laws of the State of California and venue shall be in San Bernardino County.

Valid Dates

These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my dog participates in any activity at or with Djify LLC.

Warning

By signing this document, I acknowledge that if my dog or I am hurt or property is damaged during my dog's participation activities with Djify LLC, I may be found, by a court of law, to have waived my right to maintain a lawsuit against Djify LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and fully understand this entire document and I agree to be legally bound by its terms.

Owner 1 (Primary)

Printed Name

Signature

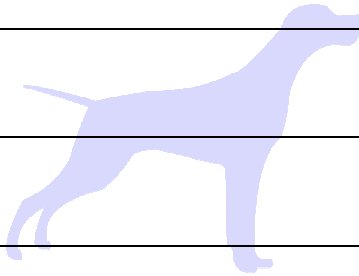
Date

Owner 2 (Secondary)

Printed Name

Signature

Date



DOG TRAINING