

Traveling Dog Trainer

Service Agreement & Liability Waiver—TRAINING

This agreement is entered into as of _____, 20____ (The “Effective Date”) by and between Traveling Dog Trainer, LLC (“Traveling Dog Trainer”) and (“Client” or “You”). This agreement shall commence on the Effective Date and is in effect while service is being provided by Traveling Dog Trainer. Service may be discontinued at any time at the discretion of either the Client or Traveling Dog Trainer.

Traveling Dog Trainer agrees to:

1. Provide at least 24 hours notice in the event of session cancellation or rescheduling.
2. Perform training session for the agreed-upon time (usually 60-120 minutes).
3. Coach owner in handling techniques to teach necessary commands/basic obedience.
4. Coach owner in the ethical and responsible use of training collars and tools.
5. Help owner enact management plan to restrict unwanted behavior especially in the home.
6. Provide supporting written material as necessary.
7. Be reasonably available for email and phone support, return calls and emails within 24 hours of being received.
8. Maintain the confidentiality of all client information.
9. Provide a detailed invoice upon request.

Client Certifications:

You hereby certify that your dog is protected against Rabies and DAPP and such protection has been in place for *at least 30 days prior to beginning training service.*

You also agree to fully disclose any medical conditions affecting your dog, and You certify that your dog is free from communicable disease and is generally healthy enough to participate in obedience training exercises.

Client agrees to fully pay all invoices immediately upon receipt and abide by all Traveling Dog Trainer Payment Policies, including compensating Traveling Dog Trainer (via cash, check, or credit card) for:

- * Invoiced services, including travel outside of normal service area, and
- * Training tools (leashes, collars, etc.)
- *Note that there are absolutely no refunds for services rendered or used training tools.*

You also agree to allow Traveling Dog Trainer the use of your dog’s image & likeness.

Client accepts and agrees to abide by the following accountability statements:

The responsibility for my dog’s current behavior and any long-term behavior modification success lies first and foremost with me, the owner.

In order for any training to be successful, it is imperative that I do my part to affect behavior changes in my dog, including performing “homework” as assigned by the trainer, enacting recommendations to changes in my approach and handling of my dog in our daily life together, openly relaying questions, concerns, and information about our progress, and generally taking an active role as a participant in my dog’s training experience and life.

If I do not make the commitment to fully participate on a daily basis when my dog is in my care, I cannot expect my dog to retain training he may have received in his board and train, nor can I expect positive results in private lessons.

Statement of Risk of Injury and Release:

I recognize that there are inherent risks associated with dog training services, especially when performed in outdoor shared public space in proximity to other dogs, vehicles, people, potentially poisonous substances and other elements not named here, and fully release and discharge Traveling Dog Trainer for any damages or injury to me or my dog(s) arising out of our/their participation in the provided service up to and including loss of life, whether caused by the fault of Traveling Dog Trainer or other third parties.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE WORK PRODUCT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF Traveling Dog Trainer HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Warranty and Indemnity:

Each party represents and warrants to the other party that it has the full power, right and authority to enter into and perform this Agreement with the other party. Traveling Dog Trainer AND CLIENT MAKE NO WARRANTY, EXPRESS OR IMPLIED IN CONNECTION WITH THE SERVICES, THE WORK PRODUCT, INCLUDING THE RESULTS AND PERFORMANCE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

I agree to indemnify and defend Traveling Dog Trainer against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation and/or my dog(s) participation in Traveling Dog Trainer's dog training service. Further, I represent that my dog(s) and I are physically able and healthy enough to participate in the physical effort that is required when actively training my dog, including but not limited to: walking quickly, bending, kneeling, lifting, turning quickly, walking a dog on a leash, and jogging for brief periods. I will immediately disclose any medical issues pertaining to me, or my dog, that might endanger us or limit our ability to participate in such activities.

I consent to the participation of my dog(s) in the dog training service provided by Traveling Dog Trainer and agree to all terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority to enter into this agreement and legal ownership of the dog participant(s).

In the event of injury to my dog(s) during the above-described activities, I give my permission to Traveling Dog Trainer or to its employees, representatives or agents of Traveling Dog Trainer to render first aid care until transport to a medical veterinary hospital is facilitated.

Entirety. This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by each of the parties to this Agreement.

Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COMPETENT STATE AND FEDERAL COURTS IN THE STATE OF TEXAS FOR ANY LITIGATION OR PROCEEDING THAT MAY BE REGARDED AN EXEMPTED DISPUTE UNDER THIS AGREEMENT, AND TO THE VENUE OF SUCH LITIGATION OR PROCEEDING IN THE COUNTY OF DALLAS, TEXAS.

CLIENT HAS READ THIS DOCUMENT AND UNDERSTANDS IT. FURTHER, CLIENT UNDERSTANDS THAT BY SIGNING THIS RELEASE, CLIENT VOLUNTARILY SURRENDERS CERTAIN LEGAL RIGHTS.

Client Signature

Client's Printed Name

Participant Dog(s) Name(s)

TRAVELING DOG TRAINER, LLC

By:
Title: