**COTATI DOG TRAINING RELEASE OF LIABILITY**

**One-on-One Training & Coaching**

ASSUMPTION OF RISK The undersigned ("you" or "Participant") acknowledges that he/she is voluntarily participating in dog training provided by Helen Scorso, Cotati Dog Training (hereafter " Cotati 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, Cotati 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 in participation in dog training including the associated risks of bodily injury death and property damage while participating in the dog training and related activity on the property of Cotati Dog Training, in your own home or in a public setting.

RELEASE OF LIABILITY. Participant agrees that in consideration for being permitted to participate in dog training provided by Cotati Dog Training, and/or to use any of Cotati Dog Training facilities in connection with dog training, Participant, for himself/herself/themself and his/her/their heirs next of kin executors, and personal representatives (collectively, "Releasors") assumes the entire risk associated with participating in such an activity and waives, releases discharges and covenants not to sue Cotati Dog Training, it's 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 releasors 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 Cotati 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 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 Cotati Dog Training, its directories, offices, members, managers, employees, agents, sponsors, organizers, volunteers, and other representatives ("All About Canines Personnel:") for any and all claims of injury (including death) loss, cost expenses or damage to other 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, Cotati Dog Training or third parties.

NO GUARANTEE 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 guarantee that your dog will achieve the desired level of training, despite the best efforts of Cotati Dog Training. You further understand that the recommendation of any other product or service by Cotati Dog Training, is not a guarantee of satisfaction with that product or service,

PHOTO RELEASE. By signing below, you give Cotati 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 Cotati 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 VOLUNTARY EXECUTION. By signing below, 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 Cotati Dog Training’s negligence and a release of Cotati Dog Training liability.

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| --- | --- |
| Our dog's name is:  |  |
|  |  |
| Name of person (s) participating in Dog Training:  |  |
| □ Check this box to accept & this Agreement  |
|  |
| *Signature* |  | *Date* |

|  |
| --- |
| □ Check this box to accept & this Agreement  |
|  |
| *Signature* |  | *Date* |

|  |  |
| --- | --- |
| Name of person (s) participating in Dog Training:  |  |
| □ Check this box to accept & this Agreement  |
|  |
| *Signature* |  | *Date* |

**Let’s Get Training!**