

Terms and Conditions

NON-REFUNDABLE FEES. Because class space is limited, when you register you reserve a spot that another student cannot take. Therefore, class registration fees are non-refundable after the class has begun.

ASSUMPTION OF RISK. The undersigned (“you” or “Participant”) acknowledges that he/she is voluntarily participating in dog training provided by UPWARD HOUND 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, UPWARD HOUND 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 of your participation in dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training and related activities on the property of UPWARD HOUND, in your own home, or in a public space.

RELEASE OF LIABILITY. Participant agrees that in consideration for being permitted to participate in dog training provided by UPWARD HOUND, and/or to use any of UPWARD HOUND’s facilities in connection with dog training, Participant, for himself/herself, and his/her heirs, next of kin, executors, and personal representatives (collectively, “Releasers”), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue UPWARD HOUND, its 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 Releasers 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 UPWARD HOUND, 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.



UPWARD HOUND
DOG TRAINING

www.upwardhound.com

casey@upwardhound.com

INDEMNIFICATION. You agree that you are and 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 UPWARD HOUND, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives (“UPWARD HOUND Personnel”), from any and all claims of injury (including death), loss, cost, expenses, or damage to 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, UPWARD HOUND Personnel, or third parties.

NO GUARANTY 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 guaranty that your dog will achieve the desired level of training, despite the best efforts of UPWARD HOUND. You further understand that the recommendation of any other product or service by UPWARD HOUND is not a guaranty of satisfaction with that product or service.

PHOTO and VIDEO RELEASE. By signing below, you give UPWARD HOUND permission to publish in print, electronic, or video format the likeness or image of you and/or your dog. You release all claims against UPWARD HOUND 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 AND 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 UPWARD HOUND’s negligence and a release of UPWARD HOUND’s liability.