

Waiver of Liability & Informed Consent Release | Cancellation Policy

I, the undersigned, have enrolled myself and my dog in the dog training classes, private consultations, workshops or other related activities (Classes or Events) offered by Happy Acres Dog Training LLC.

By signing hereunder, I certify that I have been informed and understand that there is always some unavoidable risk or injury involved when working with animals. I acknowledge the dogs can be inherently difficult to control and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Happy Acres Dog Training, LLC and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risk, including, not limited to, an examination of the training area.

I hereby accept and assume, without reservation, all risks associated with my participation in the Classes, including, but not limited to: the risk that my dog may cause injury to other persons and / or dogs involved in the classes; and risks that saliva, water, food, snow and /or other debris may be present in the training area.

As lawful consideration for participating in the classes, I, for myself, my heirs, executors, administrator, legal representatives, successors and assigns (the Releasing Party), hereby waive, release discharge and agree not to sue and to indemnify, defend and hold harmless Happy Acres Dog Training, LLC and their members, managers, agents, and employees (the Released Party) from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Released Party's own negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees, arising from my participation in the Classes.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

It is understood that the real estate around the training center consists of mostly undeveloped and untamed land and I accept the land not used for dog events or training classes in its "as is" condition and further, I understand that there may be hazards, known and unknown, hidden and observable, including but not limited to, dangers such as holes, cracks or openings in the earth, fence wire, snakes, wells, wasps, brush and other growth, ponds, harmful plants, wild or poisonous animals, insects, unauthorized or careless persons on the land, other dog handlers, or other risks that may be dangerous and cause injury and/or death to myself or my dog; and that I assume all such risks as my own responsibility, without liability to or recourse against Happy Acres Dog Training LLC., their agents, heirs and assigns.

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

I represent that I am at least 18 years of age. **AGREED TO:**

Date:

Print Name:

Signature:

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Covid – 19

We have and are taking precautions & preventive measures to ensure the health and safety of our staff and customers. Happy Acres is not responsible for the spreading of Covid-19. Please come at your own risk. You are required to bring a mask with you, and should we have to go inside our building, you **ARE** required to wear. We will be practicing distancing and if you are feeling unwell, stay home.

Picture and Video Release

I hereby consent to my dog being the subject of the photographs and or audiovisual recording and authorize Happy Acres Dog Training, LLC and Tawnya Lichtenwalter to cause the same to be exhibited for marketing and educational purposes as still photographs, transparencies, motion pictures, television, video or social media or other similar media, I hereby release Happy Acres Dog Training, LLC and Tawnya Lichtenwalter from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described material(s).

Cancellation Policy:

Private Lessons & BootCamp

1. **24-hour (1 business day) cancellation policy.** If your appointment is scheduled for Monday at 10 a.m., you must cancel the appointment no later than 10 a.m. the Friday before the appointment.
2. Cancellations made within the 24-hour window will be billed for the full amount.
3. **Missed appointments without any prior notice will be billed in full.**
4. If you need to reschedule your appointment to a later date, your payment can be used to secure your next appointment as long as we have 24-hours notice.
5. **Any client arriving late to their appointment will be seen for the remainder of the scheduled session and will be charged for the full scheduled session.** For example, if you are 15 minutes late to a 45 minute appointment you will be seen for only 30 minutes and will be charged for the 45 minutes. Please be courteous and give us a call if you are running behind.
6. We understand that emergencies occur and we are willing to make exceptions for true emergencies. Please call.

Classes

1. **72-hour (3 business days) cancellation policy.** If your class is scheduled for Monday at 10 a.m., you must cancel the appointment no later than 10 a.m. the Wednesday before the appointment.
2. Cancellations made within the 72-hour window will be billed for the full amount.
3. **Any client arriving late to their appointment will be seen for the remainder of the scheduled session and will be charged for the full scheduled session.** For example, if you are 15 minutes late to a 45 minute appointment you will be seen for only 30 minutes and will be charged for the 45 minutes. Please be courteous and give us a call if you are running behind.
4. We understand that emergencies occur and we are willing to make exceptions for true emergencies. Please call.

Date:

Print Name:

Signature: