

## RELEASE OF LIABILITY AND WAIVER OF CLAIMS

The undersigned, in consideration of the use of the facilities of Achieve Agility at 1609 Columbus Rd in Landrum, SC, and whether participating as a spectator, a participant in dog training/competition activities, including but not limited to agility and obedience, or otherwise, covenants and agrees as follows:

### *General Release and Waiver*

I hereby release the owner of the property, Achieve Agility and the dog training activity sponsor(s), as well as the directors, officers, employees, instructors, contractors, agents and assigns of all of same (the "Released Parties"), from any and all liability for any losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the undersigned has incurred or may hereafter incur resulting from any personal injury to the undersigned or his/her dog(s), as well as damage to any personal property of the undersigned, which liability is based upon or in any manner related to said facilities and the activities of the undersigned undertaken at same, which damages shall include, but not be limited to, loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and all medical expenses. In addition, the undersigned waives any claim which the undersigned now has or may hereafter have against the Released Parties based upon any claim of liability for personal injury or property damage suffered by the undersigned in connection with its use of said facilities and the activities of the undersigned thereon.

### *Assumption of Risk*

The undersigned acknowledges and understands that the dog training activities undertaken involve potential risk of personal injury and injury to personal property, including dogs, which may result from the undersigned's participation in dog training activities. Such injuries may be caused by other participants, the undersigned, facility conditions including but not limited to, uneven or damaged terrain, the presence of moisture or mud, obstacles and obstructions upon or under the terrain and other natural or man-made conditions which may be hazardous to the undersigned or create hazards to the undersigned's activities. I understand that unleashing my dog and being physically present at Achieve Agility involves risks of injury to me, any individual accompanying me, other people, my dog(s) and other dog(s), including but not limited to, risks resulting from aggressive dogs, unpredictable behavior, and lack of training. I further understand and assume that, despite the efforts of Achieve Agility to ensure owners have complied, there is a risk that some dogs present are not vaccinated for rabies as required by law, which could result in injury to a human or dog. Additional risks include, but are not limited to, dog fights, dog bites, escape over and under fences, mosquitoes, ticks and fleas. The undersigned further acknowledges that these dog training activities are potentially dangerous and assumes all risk of injury and/or damage, which may result from any reason whatsoever thereby.

### *Binding Effect*

The foregoing provisions shall be fully binding upon and shall be effective indefinitely against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents.

I am voluntarily participating in classes, events and activities, fully informed of inherent risks and hazards, and agree to assume ALL RISK OF SUCH OCCURRENCE.

**RELEASE OF LIABILITY** -- I have carefully read this release of liability and fully understand the contents thereof.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Policies

### **Payments**

All class/lesson fees must be received prior to the start of a class or scheduled semester start date [semester dates are posted on [www.achieveagility.com](http://www.achieveagility.com)]. Unpaid spots will not be held and may be released to waitlisted students. At that time, classes with less than minimum participation (determined by number of paid spots) are subject to cancellation.

### **Credits & Make Up**

There will be no credits, substitutions or make-ups for missed classes regardless of the reason. Agility students may sell their working spot for a particular date to another [instructor-approved] student training at equal level.

Should weather affect our ability to finish class according to the schedule, credit will be issued for the remaining class(es) to be used towards future classes.

### **Withdrawal & Cancellation**

In the event a student wishes to withdraw from a Specialty class series, Canine Enrichment class series or workshop, full refunds will be offered only if a written request is received via email within 72 hours of the start of the first class of the series. Class withdrawals with at least 24 hour notice but less than 72 hour notice will be refunded at 50% unless the spot can be filled. For withdrawals/cancellations with less than 24 hour notice refunds will be offered only if the spot can be filled. There are no refunds once a class series is in session.

### **Miscellaneous**

To ensure everyone is kept safe, all dogs must be crated during class. Dogs may not be tethered and should not be held by the instructor and/or class mates. Students who do not have a crate for class will be able to rent one for a fee of \$5/class or \$15 per 4-week semester and \$20 per 6-week semester. Xpens are allowed.

Students may not use the equipment on their own before or after class.

Female dogs in season may attend class depending on the other dogs on the group. Instructor approval required.

Dogs with reactive/aggressive tendencies may be asked to wear a muzzle for safety reasons.

If, in the opinion of the instructor, a dog appears injured or sick, participation in class or other activities may be denied.

Students who repeatedly fail to adhere to the established policies will not be able to attend classes at Achieve Agility.

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**I hereby agree to abide by the rules of Achieve Agility** and understand that failure to do so may constitute a violation of this agreement, which could lead to the immediate termination of my involvement in the event or activity (including being asked to leave the premises) without refund of any monies paid for that event or activity. Students who repeatedly fail to adhere to the established policies and procedures will not be able to attend classes at Achieve Agility. If, in the opinion of the instructor, my dog is deemed to be a danger to other dogs or human participants, I may be excused from further participation in class and/or events and no refund of fees is expected. I am voluntarily participating in classes, events and activities, fully informed of inherent risks and hazards, and agree to assume ALL RISK OF SUCH OCCURRENCE.

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Print Name

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Date