

RELEASE AND WAIVER OF CLAIMS

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

General Release and Waiver

I hereby release Achieve Agility, LLC, the owners of the property [Annette Alfonso and Kat Brown] as well as dog training activity sponsor(s), guest 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 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, encounter with wildlife, 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.

The Agreement is executed by the undersigned on the _____ day of _____, 20_____.

Print First and Last Name

Signature

Phone #

COVID-19 Liability Waiver and Release of Claims

I attest that, to the best of my knowledge, I do not have COVID-19 or any of its variants and understand the risks of unknowing exposure to this and other illnesses. I will not knowingly expose others to any illness I may have or be at risk to have. At this time, I have not been tested and found positive; I am not waiting for test results; and I do not have symptoms relating to COVID-19. I agree to inform Achieve Agility should I become symptomatic so that an effort can be made to notify others whom I may have come in contact with during class.

I will follow all Achieve Agility facility rules and requirements to reduce any exposure and possibility of contracting or spreading the virus and will adhere to any City, County or State guidelines that have jurisdiction in the area in which classes are taking place.

I understand that class participation is at my own risk and I agree to assume full responsibility for my own health, wellbeing, and safety during participation in dog training classes or events. I fully agree that Achieve Agility Dog Training, LLC, the owner Annette Alfonso, and Achieve Agility staff are in no way liable for any present or future COVID-19 exposure incurred at any time by any person, in attendance or not in attendance, during or after this class or event, which is why I hereby release Achieve Agility Dog Training, LLC, the owner Annette Alfonso, and the Achieve Agility staff from any and all liability for damages or personal injury to me, my dogs or my property. Further, I hereby indemnify and hold harmless Achieve Agility Dog Training, LLC, the owner Annette Alfonso, the Achieve Agility staff from any and all claims by or liability to any third party arising out of my participation in Achieve Agility class(es) or event(s). Any liability to anyone for any incident involving myself, the location, pets or actions of other participants and spectators will be my sole responsibility and I will assume all financial liability as well as any and all financial costs associated with my actions.

Print First and Last Name

Date

Signature

Policies

PAYMENTS

All class/lesson fees must be received no later than three days prior to the start of a class or scheduled semester start date [semester dates are posted on www.achieveagility.com]. Unpaid spots will not be held and may be released to waitlisted students. Classes with less than minimum participation (determined by number of paid spots) are subject to cancellation.

WITHDRAWAL * CANCELLATION * CREDITS * MAKE-UPS

Ongoing Agility Group Classes

Once enrolled, students will be responsible for payment for their spot in class unless a written withdrawal/cancellation request is received via email to achieveagility@gmail.com at least 72 hours prior to the start of the new semester/series.

DROP IN – all drop in spots must be prepaid to secure the spot in class. Cancellation Policy: no credit/refunds if **cancelled** with less than 24-hour notice unless the spot can be filled.

RAINOUTS – 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 the following semester/series.

MISSED CLASSES – there will be no credits, make-ups or refunds for missed classes regardless of the reason. Students may sell their working spot for a particular date to another [instructor-approved] Achieve Agility student training at equal level.

Non Agility Group Classes - No credit/refund if cancelled with less than 72-hour notice from the first class of the series unless spot can be filled.

Workshops - No credit/refund if cancelled with less than 72-hour notice unless spot can be filled.

Private Lessons - No credit/refund if cancelled with less than 24-hour notice.

Parking

Please drive slowly when arriving for class. The maximum speed limit on property is 10mph.

Students may park in front of the house as well as in the RV parking area.

Driving across and parking on the front lawn closest to the agility field is prohibited.

Miscellaneous

- Students will bring their own **crates and training supplies such as water and food/toy rewards**. Dogs can be crated from the car or on the fenced agility field.
- **Masks** are not currently required as long as everyone maintains **social distancing** when crating and during class.
- Students who have tested positive for Covid-19 less than 14 days ago, who feel sick or have become symptomatic will stay home.
- **Students may NOT use any equipment on their own** before, during or after class.
- **Female dogs in season may attend** class depending on the other dogs on the group. Instructor approval required.
- If, in the opinion of the instructor, a dog appears injured or sick, participation in class or other activities may be denied.

I hereby agree to abide by the policies, guidelines and processes set forth by 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 participation in the training activity/event/class (including being asked to leave the premises) without refund of any monies paid for that class, 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.

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

Print First and Last Name

Date

Signature