

## Waiver, Assumption of risk and Agreement to hold harmless

**Guarantees/Warrantees & Liability Limitation:** Owner understands and agrees that Trainer will train the dog's Owner to train their dog; and that without 100% of Owner's cooperation with Trainer; the Dog will not get trained. Owner acknowledges that dog training will not provide exact results and that no particular results can be guaranteed, either during Training or the performance of the Dog following Training. Owner is required to work with the Dog several times DAILY on reinforcing and strengthening all cues and techniques taught during the prior training session(s). Training reinforcement can be accomplished in short multiple sessions throughout the day. Owner assumes full responsibility for the dog's behavior during and after the agreed upon training program.

**Hold Harmless:** Owner agrees to release, indemnify and hold harmless Trainer, and its employees and/or agents from any and all claims, responsibility, liability, damage, loss and/or expenses arising out of any injury to any person, any person's property or any other dog by the Dog named in this contract during or after Training, as well as for disease, death, injuries, conditions, illness, damage, escape or loss of life to the Dog that may occur during or after Training.

**Confidential Information:** By signing below, Client agrees that any confidential information shared by Trainer is confidential and proprietary and belongs solely and exclusively to the Company. You acknowledge that the obligations pertaining to the confidentiality and non-disclosure of information shall remain in effect indefinitely, or until the Company has released any such information into the public domain, in which case your obligation hereunder shall cease with respect only to such information so released. You also acknowledge that the Company's recovery of damages will not be an adequate means to redress a breach of this Agreement. Nothing contained in this Agreement shall prohibit the Trainer from obtaining any appropriate remedies in addition to injunctive relief, including recovery of damages.

**Limit of Liability.** The Liability borne by Trainer, its employees, agents, associates, successors, assigns, and legal representatives under this Agreement is limited in direct proportion to the compensation paid to Trainer under this Agreement, and shall not, under any condition, exceed the amount already paid to Trainer at the time of any such claim, demand or cause of action whatsoever.

**Governing Law.** This Agreement has been executed and delivered in the State of South Carolina, and the laws of such state shall govern its validity, interpretation, performance and enforcement.

**Arbitration.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, which the parties hereto are unable to resolve after at least thirty (30) days of good faith negotiations or a formal mediation shall be settled, except as may otherwise be provided herein, by binding arbitration in accordance with S.C. Code Ann. Section 15-48-10, *et. Seq.*, and the arbitration award may be entered as a final judgment in any court having jurisdiction thereon.

**Complete Integration, Binding Upon All Parties:** This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Client and Trainer regarding the matters described above. The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to Dog or anything else. Client acknowledges that Trainer has not represented, promised, guaranteed or warranted that Dog will never bite, that Dog will not be dangerous or vicious in the future, that Dog will not exhibit other behavioral problems, or that the results of the training will last for any particular amount of time. This Agreement may be amended only by a written instrument signed by both Client and Trainer.

I have read, understand and agree to all of the terms and conditions outlined in this document. I have received a copy of this contract for my records.