

## Class Withdrawals and Waiver

### PLEASE READ

#### **Missed Classes:**

There are no make-up classes if you miss a regularly scheduled class. (You can opt to schedule and pay for a private session.)

#### **Withdrawals / Cancellations / Refunds Policy:**

Because we are dedicated to maintaining small classes with plenty of one-on-one interaction, we must strictly maintain a cancellation or withdrawal policy so please be sure you are in the right class and it's appropriate for your dog before you register. Cancellations with less than 2 full day's notice will not be refunded unless we can give your spot to someone on a waiting list, so please plan carefully. If you must withdraw from class, a full refund will be issued to you by Lucky Dog Sports Club if such withdrawal and request for refund is made directly to the Training Director, Mindy Cox, no less than 48 hours before the start of the Class or Consultation. After the class has started, no refunds or account credits will be given. Since we maintain limited enrollment, we appreciate your cooperation to help keep our classes small and effective for you.

Note: If there is a different cancellation policy listed in the class or seminar description, that one will apply and supersede this one.

#### **RELEASE AND WAIVER OF CLAIMS**

The class participant, in consideration of the use of the facilities of Lucky Dog Sports Club, 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.** The class participant hereby releases the owner of the property (SynerChi, Inc.), Planet Lucky Dog, Inc, dba Lucky Dog Sports Club, 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 class participant has incurred or may hereafter incur resulting from any personal injury to the class participant or his/her dog(s), as well as damage to any personal property of the class participant, which liability is based upon or in any manner related to said facilities and the activities of the class participant 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 class participant waives any claim which the class participant 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 class participant in connection with its use of said facilities and the activities of the class participant thereon.

**Assumption of Risk.** The class participant 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 class participant's participation in dog training activities. Such injuries may be caused by other participants, the class participant, 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 class participant or create hazards to the class participant's activities.

The class participant further understands that leashed or unleashed dogs and being physically present at Lucky Dog Sports Club 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 there is a risk that some dogs present in the facility 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 class participant 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.

**Humane Treatment.** We pride ourselves on using advanced, modern dog training techniques and never advocate or support punishment that is painful or scary to a dog. Anyone found using inhumane techniques while on the property will be asked to stop or leave. If the punishment occurs again at any time, all privileges will be revoked with no reimbursement of any fees.

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