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## Training Client Liability Waiver

I, (print your name \_\_\_\_\_), a Training Client of (Trainer \_\_\_\_\_), and attendee at Motley Zoo Animal Rescue's (MZar) Studio location agree to the following:

*Please read and initial on the designated lines:*

\_\_\_\_\_ My dog(s) attending training classes/ sessions is/ are current on vaccines (Bordetella, Rabies, Distemper combo [DHPP]).

This includes updating these vaccines expediently should they come due within the duration of my attendance in class.

I understand this is to best protect all dogs who enter MZar's facility, creating a safe, fun place for dogs to develop and socialize- thereby preventing concern of the unwanted spread of contagions which are inconvenient, frustrating and costly to all.

I will uphold this commitment to MZar's level of quality care for all dogs who enter the facility.

\_\_\_\_\_ As classes are held consecutively and there may be no time for disinfection in between (floor would be slippery otherwise), dogs must have a negative fecal (including specific antigen test for Giardia) within 90 days of first attendance, and a new one performed every 6 months.

I understand that while my vet may screen for giardia, *unless I specific ask for this test, it will not be done and my dog(s) will not be considered to be free of a giardia infection.*

Only the specific antigen test will ensure my dog is free of giardia- a particularly pesky parasite to which dogs often shows no signs of infection.

I understand that MZar can run fecal exams and the antigen test for \$45 or just the antigen test for \$20 (cheaper than most vets) and that I am eligible to bring my dog(s) fecal sample to MZar's Studio for the exam to be done.

- The sample is required to be as fresh as possible, no more than 12 hours old- and refrigerated if more than an hour has passed since collection.



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- The sample must be labeled with dog's name, date and sample collection time.
- The sample can only be dropped at MZar between the hours of 7am-6pm.

\_\_\_\_\_ Above records must be presented to Trainer/ MZar prior to the first day of a new class series.

I understand I can send the vaccine records to [info@rockstartreatment.org](mailto:info@rockstartreatment.org) with a note that I will be attending class with \_\_\_\_\_ Trainer.

\_\_\_\_\_ I will uphold general cleanliness protocol including cleaning up after my dog(s) both inside and outside the facility.

\_\_\_\_\_ I agree to uphold MZar's culture of respect which includes understanding that MZar and the Trainers who host classes, come from a background of varying studies and philosophies, which may differ from my own personal views. I will conduct myself in an appropriate way which ensures all attendees, Trainers and MZar representatives feel safe and respected.

\_\_\_\_\_ I agree that dog training and participating in activities which involve live animals, are inherently risky activities and I understand that animals and their handlers may behave in unpredictable ways.

I agree to behave in a way that is considered safe and predictable and does not put others at risk, which includes properly managing and handling my dog(s) and any participants I may bring.

I agree that any participants attending with me will abide by the same rules and guidelines.

\_\_\_\_\_ MZar and the Trainer, reserve the right to make changes or amendments to this contract as seen fit.

\_\_\_\_\_ I grant the Trainer or Motley Zoo Animal Rescue permission to use photos and/ or video of me and/ or my dog either separately or together, either wholly or in part, in



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perpetuity and with irrevocable and unrestricted rights to use and publish video and/or photographs and or videos for use in editorial trade, product advertising and such other fashion /business purpose in any manner and medium.

**Release.** The Client, his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Motley Zoo Animal Rescue or The Trainer. The Client releases MZar and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and/or assigns, and those of The Trainer, from all liability arising from the behavior or actions of any Client, Staff Member, Volunteer or Animal.

I agree: Initial Date

The Client understands that this agreement discharges Motley Zoo Animal Rescue and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and/or assigns, and that of The Trainer, from any liability to the Client and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from attending classes and training within the Studio.

I agree: Initial Date

The Client releases Motley Zoo Animal Rescue and discharges MZar and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns, and that of The Trainer, from any liability for Motley Zoo Animal Rescues own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Client.

I agree: Initial Date

**Indemnity Agreement.** The Client, his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold harmless Motley Zoo Animal Rescue and The Trainer, for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney fees and costs of litigation, that result to anyone else or any other entity because of the Client's negligence or liability. This includes lone acts or omissions by the Client and Other Clients as well as the combined acts of humans and animals.

I agree: Initial Date

**Other.** The Client expressly agrees that the Release (8) and Indemnity Agreement (9) are intended to be as broad and inclusive as permitted by law. The Client agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Any disputes under this Agreement will be resolved in King County, Washington. All disputes under this Agreement will be settled by binding arbitration.

I agree: Initial Date

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Client Signature

Date

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Trainer or MZar Representative Signature

Date