

TELL A TAIL DOG TRAINING

INFORMED CONSENT, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Welcome to Tell a Tail Dog Training, LLC (“Tell a Tail Dog Training”). We offer K9 Nose Work® classes, one-day events such as “Sniff & Go,” and we host National Association of Canine Scent Work (“NACSW”) events. We design our dog activities to let dogs engage their natural scenting abilities in a fun and rewarding search endeavor, for dogs ranging from adored family pets to highly motivated working dogs. While K9 Nose Work can be highly rewarding for both dogs and humans, the settings and activities involve significant risk. Please read the following. If you have any questions, please contact Wendy Krehbiel at: wendy@telltatail.com, or at 510-299-1665.

K9 Nose Work Risks:

I understand that participating in K9 Nose Work with Tell a Tail Dog Training, whether as a participant, a volunteer, or as a spectator holds significant risk. I understand that the following are examples of risks to which my dog (The phrase “my dog” means the dog with which I am attending K9 Nose Work activities), my children, and/or myself will likely be subjected; that the following list is not comprehensive; and that other dangers and risks in addition to those listed below are present while participating in K9 Nose Work:

Parking Lot/Outdoor Dangers:

The Tell a Tail Dog Training facility is located at 5099 Preston Ave, Livermore, CA 94551 (“Facility”). You should be aware that our Facility has no outside fence and borders on a large field in a commercial/light industrial area. Escape by dogs and/or children is possible and the automobile and truck traffic on the roads adjacent to the Facility present a real danger to dogs and humans. The parking lot consists of uneven terrain and is lighted but still presents a risk of falls from tripping and/or may be frequented by strangers with criminal intent. In addition, the area is visited by squirrels, mice, feral cats, and possibly other animals which may engage a dog’s chase instincts or subject dogs and/or humans to attack from such animals. Similarly, other participants may not properly leash their dogs, which potentially presents dangers to both other dogs and humans. As a result of these dangers, dogs and humans are at risk of being bitten, pulled down onto concrete, asphalt, and/or other hard surfaces, and/or injured in other ways. Both wild and planted plants and foliage, including, but not limited to foxtails and fertilizers, which present medical risks to dogs and people are present near the Facility. In addition, temperatures inside parked cars in the parking lot can reach fatal levels for dogs and/or humans. **The outside areas of the Facility are not monitored by Tell a Tail Dog Training personnel. You must exercise caution with regard to personal safety, pet safety, and property at all times.**

Facility Dangers:

The indoor part of our Facility also presents danger and risks. Strangers may come to inside the Facility with criminal intent. The inside of the Facility also has trip hazards, other obstacles, and/or unstable terrain which presents danger to both dogs and humans. Moreover, Participants risk exposure to germs, flus, viruses, and diseases.

Dog & Human Dangers:

During classes and events, there are likely to be between 2 and 10 dogs along with their human handlers (collectively “Participants”) as well as bystanders, Instructors and/or staff present on the Facility grounds. While Tell a Tail Dog Training strives to have only one dog working at a time and/or other Participants are required to secure dogs in their vehicle, in crates, or behind closed doors, Tell a Tail Dog Training cannot guarantee that other dogs will be properly secured 100% of the time. In addition, some Participants may be new and/or unknown to other Participants resulting in unforeseeable interactions. During classes and events, dogs may be let off-leash inside the Facility and may act unpredictably and/or may confront other Participants and/or bystanders or staff.

You must exercise caution with regard to personal safety, pet safety, and property at all times.

Dogs and humans are unpredictable, especially in a stressful environment such as training or competition. **Behavior of dogs and humans cannot be guaranteed and may result in serious personal injury, pet injury, and/or death to Participants and/or bystanders.**

Liability Waiver:

I have read the above list of dangers and risks and I specifically understand that there are risks of death, serious bodily injury, and property damage to my dog, my children, and/or myself inherent in K9 Nose Work, as well as other related activities incidental to participation. **I am willing to fully assume these and any and all other risks on behalf of myself, my dog, and/or my child.**

I agree that in consideration for the right to participate in the K9 Nose Work activities provided by Tell a Tail Dog Training:

1. On behalf of my dog, my child, and/or myself, I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered (a) while participating in K9 Nose Work Dog Training, (b) while competing at Tell a Tail Dog Training events and NACSW events, and/or (c) while on or upon the premises of the Facility and/or premises of other facilities utilized by Tell a Tail Dog Training.

2. In addition to giving my full consent for my dog's, my child's and/or my participation, **I do hereby waive, release, discharge and agree not to sue** Tell a Tail Dog Training, LLC, Wendy Krehbiel, Gwen Marshall, Rena Thomason, and/or Carol Wilson, other instructors, and/or other Participants, the owner or operator of any field or indoor facility (collectively "Parties"), for any claim, cause of action, damages, costs (including attorneys' fees) to which my dog, myself, and/or my child have or may have in the future as a result of any injuries, including death, and/or damages sustained or incurred by my dog, myself, and/or my child from whatever cause including, but not limited to, the negligence, breach of contract, wrongful or negligent conduct of any nature whatsoever of any Parties hereby released and/or that may be incurred by my dog, myself, and/or my child in whole or part through participation in K9 Nose Work Training.

I further agree on behalf of myself, my dog, and/or my child, that I shall hold harmless and fully indemnify the Parties hereby released from any and all claims, damages, costs including attorney fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of myself, my dog, and/or my child, even if the damages, injuries or death are caused in whole or in part by any of the persons, entities, and/or Parties herby released. Also, I hereby certify that my dog, myself, and/or my child are fully capable of participating in K9 Nose Work Training and that my dog, myself, and/or my child are healthy and have no physical or mental disabilities or infirmities that would restrict full participation in activities.

I agree (a) that I have read each and every one of the provisions in this informed consent, waiver of liability and indemnification agreement, (b) that I understand each of the provisions in this agreement and (c) that I agree to them and therefor give my full permission and consent for my dog, myself, and/or my child to participate with a complete release and waiver of liabilities to the Parties.

Name (parent or legal guardian) (printed) _____

Signature (of parent or legal guardian) _____

Complete address: _____

Phone #/Email Address: _____

Name of child (please print) _____

Date signed _____