

Active K9 Contract

Active K9 Policies, Procedures and Client Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement

In consideration for my dog being permitted to be a client of Active K9 (herein after "Active K9" or "AK9") for activity programs, night care (herein after "Sleepovers"), training or any other programs. I make the following representations and agree to all of the following policies, procedures, terms and conditions.

- 1. Canine Requirements:** My canine meets the following requirements. He/She has successfully completed the Active K9 interview process, is current on his/her Rabies vaccinations and has received his/her core vaccinations. My canine is in good general health, free of fleas & ticks and with no ill health symptoms. I have completed the Client Profile to the best of my knowledge and supplied a copy of my canine's vaccination records. My canine will enter and exit Active K9 facility leashed and in control.
- 2. Canine Photo and Video Release:** I agree to allow Active K9 to use my canine's name and any images or likeness of my canine taken while he/she is a Client of Active K9 in any form or format, for use, at any time, in any media, marketing, advertising, illustration, trade or promotional materials. I agree that this provision shall be binding to me and all of my successors, heirs, legal representatives and assigns.
- 3. Personal Property:** I agree that Active K9 shall not be responsible or liable for any lost, stolen or damaged personal property belonging to either me or my canine. I also understand and agree that my canine's collar may be removed to prevent injury during play. If my canine causes damage to the Active K9 facility or equipment, I agree to be fully responsible for the full cost of any repair or replacement.
- 4. Service Fees:** Payment/Donation for activity programs, training, products or other services must be made when services/purchases are rendered. A minimum deposit of 50% of service cost may be required at scheduling time. Payment/Donation for the remainder balance will be collected when the canine is picked up and/or invoice is received. I further agree to pay the cost of any check or debit charges returned or challenged for any reason. All Training Courses must be paid in full at the time of sign up. Active K9 shall reserve the right to keep my canine in their possession until all charges resulting from any service and/or training have been paid in full.
- 5. Cancellation Policy:** I understand that I will be charged a minimum cancellation fee of \$25 if I fail to cancel a reservation at least forty eight (48) hours in advance. If I fail to cancel a reservation for a Sleepover, Sitting or Overnight program, I understand that I will be charged a no-show fee of up to (2) nights of said service in addition to the cancellation fee. If I fail to attend scheduled training or activity program it is Active K9's sole discretion whether to reschedule missed activity or apply the cancellation fee. I understand that I will be charged credit off of my package or a \$35 cancellation fee if I fail to cancel my Montessori Dog School reservation at least twenty four (24) hours in advance.
- 6. Refund Policy:** All program proceeds are used to fund Active K9's 501c3 Non-Profit and are non refundable. Payments are not transferable between programs (Such as Group Class credits may not be used for Montessori Dog School).
- 7. Storm Policy:** Active K9 monitors all weather activity. During the event of extreme weather some Active K9 activities may be canceled or rescheduled. Active K9 will contact the person listed as the first contact on the client profile. Programs will be modified to accommodate necessary needs (i.e. potty breaks, feeding). I understand that I assume all potential risks that may be due to extreme weather conditions and program modifications.
- 8. Crate & Potty Training Policy:**
 - A:** I understand that while in the care of Active K9 my canine will participate in play groups, be given potty breaks, food, water and medications (as needed). In addition, he/she will be exercised, handled and socialized with people and other animals, in a safe, supervised manner. While he/she is waiting in between sessions, he may spend time either in a crate, an exercise pen or open area. Active K9 never leaves a canine in a crate for more then 6 hours and they are monitored regularly to provide needed attention (i.e. potty break). I agree that if my canine is not crate trained (he or she stresses, barks, cries, whines, scratches, etc.) that I may be charged a crate training fee of up to \$30 per day and/or my canine may be suspended from participating in Active K9 programs.
 - B:** I understand that while in the care of Active K9 my canine will live in a home environment, will be given access to a doggie door with fence yard and potty breaks through out the day. I agree that if my canine is not house trained (he or she marks, urinates or defecates indoors) I may be charged a house training fee up to \$25 per day and/or my canine may be suspended from participating in Active K9 programs. In the case of an accident (he or she marks, urinates, defecates indoors) a clean up fee \$10 per incident may apply.
- 9. Children Policy:** All children under the age of 16 years must be accompanied by an adult. All children are to be supervised at all times and are not permitted to run, jump, scream and squeal or in any way create loud annoying noises that may disturb the canines at the Active K9 facility. I understand that it is my responsibility to keep my child supervised and safely away from the canines at the Active K9 facility. Children attending the summer camp program are permitted after enrollment and completion of additional policy contract agreement.
- 10. Aggressive Dogs:** I hereby state that my canine is not aggressive. I understand that aggressive dogs are not permitted to attend Active K9 and that if my canine acts aggressively or exhibits unacceptable behavior he/she may be asked not to return to Active K9. Such determinations shall be made at the sole discretion of Active K9.

11. Smoking Policy: Active K9 is a non smoking establishment and we do not allow smoking in any area of training and/or canine activities. For the safety of the staff and residing canines, I understand that if I smoke on or near Active K9 property I will be asked to leave immediately.

12. Abandoned Dogs: I agree that I will not neglect to pick up my canine by the time he/she is scheduled to leave without providing notification. Any canine that is left without contact, instruction or notification of the ability, willingness or plans to pick him/her up will be considered abandoned upon the seventh day of such notification failure. I understand that if I abandon my canine, Active K9 will, by default, become the legal owner and guardian of my canine. Active K9 has sole discretion to determine whether to try to rehome and adopt the canine or to relinquish the canine to an unrelated shelter of its choice. I fully understand that if I abandon my canine at Active K9, I will be unable to retrieve possession of my canine and will have no recourse against Active K9.

13. Duty of Disclose: I have disclosed and shall continue to disclose on an ongoing basis, any and all medical or other conditions, including but not limited to personality concerns or behaviors that may affect, limit or prevent my canine from participating in activities at Active K9.

14. Participation Risk: I fully understand that there are inherent and potential risks involved with interactions between humans and dogs, as well as between dogs and other dogs. Active K9 applies open play environment which holds inherent risks, which even when closely supervised, may result in the following: a) transfer of communicable illness such as, but not limited to, Bordetella virus ("canine cough") or Canine Pediculosis ("dog lice"). b) Bodily injury, including but not limited to, broken nails, sore pads, minor abrasions, cuts, permanent disability and even death. I fully accept and assume all risks and responsibility for all risks, including without limitation, all losses, costs and damages incurred as a result of my or my canine's participation at Active K9, including any veterinarian expenses incurred on behalf of my canine. Illness shall be defined to include any illness including but not limited to Bordetella or any other form of contagious illness.

15. Training Acknowledgement: I am fully aware and understand that it takes equal responsibility from all parties involved; canine owner (including family), trainer and canine, to accomplish a satisfied training experience. I am aware that without my full participation Active K9 may not succeed in providing me with the training results I desire. Training sessions are non refundable and it is Active K9's sole discretion whether to reschedule or to provide further training to reach desired results.

16. Activity Programs: I understand the inherent risks to me or my canine involved with dog activities, which may include but not limited to loss, property damage, bodily injury, permanent disability or even death to myself or my canine. I hereby indemnify and hold harmless Active K9 and waive any and all rights and/or causes of action accruing directly or indirectly from myself or my canine participating in any activity program.

17. Restricted Breeds & Unaltered Dogs: To keep our activities the safest they can be we are unable to allow the following breeds or mixes there-of to attend our programs: Molosser Breeds (Mastiffs etc), Bull & Terrier Breeds ("pit-bulls" etc), Akitas and Shar Pei. Additionally unaltered dogs over the age of 6 months are subject to restrictions. Female dogs not spayed before their first heat are restricted from returning to our programs until such a time as they have been spayed. Male does left intact may attend as long as their behavior does not become inappropriate or challenging. Intact Male dogs may be suspended from attending programs until such a time as they are neutered.

18. Waiver, Release and Indemnification: I hereby agree to expressly and forever generally waive, discharge claims, indemnify, release from liability, save, hold harmless and defend Active K9, their invitees, sponsors, advertisers, owners, officers, directors, employees, volunteers, agents, representatives, lessors and all others having an interest in Active K9 from and against any and all injury, liability, claims, litigation, actions, suits, costs, losses, damages, attorney's fees, expenses or demands or every character whatsoever on account of, arising out of, resulting from or relating in any way to (i) any act or omission of the releases, including negligence and (ii) my or my canine's participation at Active K9. I agree that this release shall be binding on me and my successors, heirs, legal representatives and assigns.

19. Veterinarian Treatment: Active K9 has sole discretion to obtain medical treatment for my canine if it appears that my canine is ill, injured or exhibits any other behavior that would reasonably suggest that my canine may need medical attention. I agree that I am fully responsible for the cost of any such medical treatment, and for the cost of any transportation for the purpose of such treatment, provided to my canine. I understand that my canine may be taken to an Emergency Veterinary Clinic or Active K9's choice of veterinarians provided my veterinarian is unavailable.

Active K9 approved Veterinary clinics are as followed:

Park City Animal Clinic - General Surgery
Animal Health Options - Holistic Vet Care, Chiropractic Services
Utah Veterinary Center - Emergency Services
Cottonwood Animal Hospital - Specialized Surgery

20. Policy Amendments: I acknowledge and agree that I am aware that these policies may change at any time and without notice.

Client Name (Print): _____ Dog Name: _____

Client Signature: _____ Date: _____