

# Creating Responsible Dog Owners And Well Behaved Dogs!

# ASPIRE DOG TRAINING LLC ASPIRE TO BE A PACK LEADER



Britta@AspireDogTraining.com (858) 206-3032 www.AspireDogTraining.com

## **Private Lesson Customer Agreement**

Owner's Name:		Home Phone:	Cell Phone:
Address:	Breed:Age:	E-mail: Sev:	Snaved/Neutered: V/N
This Private Lebetween the Ov	esson Customer Agreement, including the attached wher named above and Aspire Dog Training, LLC edge and agree as follows:	Additional Terms	s and Conditions, constitutes the "Agreement"
	OBEDIENCE Look, Take it, Leave it, Sit, off, Come, wait, drop it,	Target, settle & F	leel
	NCED OBEDIENCE g manners, loose leash, Stay, Sit Stay, Off leash Com	e, Down, Down S	tay, Hard Leave it and off leash recall
	RKS box is initialed, then verbal and written instructions or curtail the following behavior problems:	_	·
reinfor OWNE	any recommends that the Owner to work the dog(s cement can be accomplished in approximately 20 to ER UNDERSTANDS AND AGREES THAT THE COTHAT, WITHOUT 100% COOPERATION WITH THE	30 minutes per da WNER IS BEIN	ay per dog. BY INITIALING THIS BOX, THE G TRAINED TO TRAIN OWNER'S DOG(S)
By Ow any ag counse to peop discreti other d behavior muzzli limitati to the of Compa	ESSIVE BEHAVIOR  rere's initials in this box, Owner acknowled gressive behavior by Owner's dog(s). The Compaling program cannot be guaranteed and the aggressive ble and/or other dog(s), Owner's decision to enroll ion with Owner taking 100% responsibility for any dog during or after the training program. The Compartor. Owner further agrees to take all possible safety may and leashing Owner's dog(s) when around dogs on or in place of, the Additional Terms and Condition contrary contained herein, Company shall have the many determines, in Company's sole discretion, that such during the such training session.	any has fully expe behavior on the in a training programage or injury the inny does not promeasures recommend/or other peopons that form a paight to refuse or	part of Owner's dog(s) is or may become a risk gram is done solely and completely at Owner's nat Owner's dog(s) might cause to any person or hise to solve or curtail Owner's dog's aggressive nded by the Trainer, including but not limited to ole. The foregoing is in addition to, and not in the of this Agreement. Notwithstanding anything remove any dog from any training session(s) if
	ADDITIONAL TERMS & CONDITIONS – PRI	VATE LESSON	CUSTOMER AGREEMENT
	ning", "lesson" and all variations thereof may be us ograms provided by Company and Trainer.	ed interchangeab	ly herein and refer to the dog training lessons,
	ot and does not make, and hereby disclaims, any ram. The Owner assumes full responsibility for the		

\_ Owner Initial

# SELECTIFIED TRAINER

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#### SAFETY AND FITNESS

By executing this Agreement, Owner acknowledges and agrees that the training program(s) provided pursuant to this Agreement may be physically demanding and/or involve a group training session, and Company reserves the right to refuse service and/or training to any individual(s) who Company or Trainer determines, in their respective sole discretion, to be unfit or incapable of participating in, or who will otherwise interfere with or impede, the training and/or group training session.

### **INDEMNITY AND RELEASE**

Owner hereby indemnifies, defends and holds Company and the Company Parties harmless from and against any and all claims, costs, loss, damages, liabilities or expenses of any kind or nature (collectively, "Claims") arising out of or resulting from the following matters (collectively, the "Indemnified Matters"): (i) the training performed by Company and Trainer, (ii) any injury or death to any person, other dog or other animal and any damage to property caused by Owner's dog(s), and/or (iii) any injury, death, sickness or damage that Owner's dog(s) may suffer during or after any training program; provided, however, that the foregoing indemnity shall not apply to, and the Indemnified Matters shall not include, any Claims to the extent that such Claims are caused by the gross negligence or willful misconduct of Company or any of the Company Parties (collectively, "Excluded Claims"). "Company Parties" shall mean Trainer, Britta & Paul Staub, Midland Animal Clinic, Company's affiliates and subsidiaries, the owner and/or lessee of any facility or property at which training occurs, and each of their respective officers, directors, members, partners, shareholders, trustees, beneficiaries, employees, consultants, agents, and representatives. Owner hereby fully and irrevocably releases Company and Company Parties from any and all Claims that Owner may have or hereafter acquire against Company or any of the Company Parties arising from or related to any of the Indemnified Matters (but expressly excluding any Excluded Claims). This release includes Claims of which Owner is presently unaware or which Owner does not presently suspect to exist in its favor which, if known by, would materially affect Owner's release of Company or Company Parties. In connection with the general release set forth in this Paragraph, Owner specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### **MISCELLANEOUS**

The Owner will be responsible for purchasing all necessary equipment that the Trainer recommends for training the dog(s). The Owner will be responsible, monetarily, for damage to any equipment that is lent to Owner by Company or Trainer.

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California and venue for any litigation shall be solely and exclusively proper in San Diego County, California. In the event of the bringing of any action or suit by a party hereto against another party hereunder in connection with this Agreement or any training or services under or pursuant hereto, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including actual attorneys' fees and any other professional fees resulting therefrom. The provisions of this paragraph shall survive the termination of this Agreement.

This Agreement represents the full and only agreement between the parties. The terms and conditions set forth in this Agreement cannot be modified or changed in any way unless agreed to by both parties in writing. Each party hereto represents and warrants that such party has read, fully understands and agrees to the terms and provisions of this Agreement. If any term or provision or portion thereof of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

<u>I HAVE READ AND UNDERSTANI</u>	D THAT ALL TRAINING IS CONTINGENT UPON AND / OR WORK THE DOG(S) AS DESCRIBED	
Owner Signature	Date	