## IN PERSON, ONLINE, & PHONE - ASSUMPTION OF RISK AND WAIVER OF LIABILITY

**1. ASSUMPTION OF RISK.** The undersigned is aware of the inherent risks of injury, death, illness, Coronavirus (COVID-19), and property damage to the undersigned or to his or her dog that are involved in the activity of K9 Nose Work and/or Dog Training and/or Dog Sports, including without limitation risks due to dog bite or infectious disease. The undersigned is aware of the risks of injury, death, and property damage that may result from, among other causes, the active or passive negligence of The Right Steps and its owners, officers, directors, employees, or agents, Professional Property Management and Bitterroot Industrial, owner of the building which houses The Right Steps Training Facility (the "PREMISES") located at 419 Wolfville Ln #6, Florence, MT 59833, and it's owners, officers, directors, employees or agents, (hereafter referred to as the RELEASED PARTIES), including without limitation the risk of negligent instruction or supervision. The undersigned is voluntarily engaged in K9 Nose Work and/or Dog Training as an activity with knowledge of the risks of injury, death, property damage, Coronavirus (COVID-19), and other risks, and assumes any and all known and unknown risks of injury, death, and property damage that may result from participation in puppy/dog training/activities. Assumption of Risk is valid both for On-Site and/or Off-Site Classes and/or Private Training.

2. <u>RELEASE OF LIABILITY</u>. The undersigned releases RELEASED PARTIES from all liability to the undersigned and the undersigned's representatives, guardians, successors, assigns, heirs, children, and next of kin for all liability, claims, damage, or demands for personal injury, death, Coronavirus (COVID-19), or property damage, to the undersigned or to the undersigned's dog or dogs, arising from or related to this agreement or to participation in puppy training, whether the injury, death, or property damage occurs on or off the PREMISES. This release includes, without limitation, any personal injury, death, Coronavirus (COVID-19), or property damage caused by the active or passive negligence of any of the RELEASED PARTIES. The undersigned bears sole responsibility for any loss.

**3.** <u>KNOWING AND VOLUNTARY EXECUTION</u>. The undersigned acknowledges that he or she has carefully read this agreement, understands its contents, and understands that this agreement includes an assumption of the risk of the RELEASED PARTIES' negligence and a release of their liability. The undersigned acknowledges that the RELEASED PARTIES are materially relying on this waiver in allowing the undersigned to use the PREMISES or off the PREMISES to engage in training.

**4.** Client is purchasing a specific Class or Private Training space and time whether in Person, by Phone, and/or Online. The undersigned is aware and agrees that there will be no refund available and Classes and Private Training are not transferable. The <u>no</u> refund <u>or not</u> transferable Class and Private Training policy applies whether client or puppy/dog is or is not present for scheduled Class or Private Training Session. *Classes move Online upon Government Stay at Home Order via a Private Face Book Group – <u>No Refunds</u>. Required Reading - "<u>Our Forms</u>" - Available online.* 

5. <u>No Photography & No Video Taping Allowed.</u> <u>No posting Class Photos/Videos to Social Media.</u>

**6.** Puppies or Dogs that are sick and contagious are unable to attend In Person Classes or Private Training until we are provided with a Veterinarian Letter authorizing their return to Classes by your Veterinarian Signed on their Letterhead.

**7.** If you are sick and contagious it is your responsibility to stay home – <u>No</u> exceptions! No In Person Physical Retail Sales, No Physical Classes, or Physical Private Training, if you or someone in your Household has a fever, is ill, flu, contagious, or in quarantine. *Online Classes or Phone Private Training Sessions Only – Standard Fee Applies.* 

Signature (if under age 18 parent or guardian must sign) – Everyone Adult age 18 & older attending must sign.

Signature:		<u>Date</u> :	
<u>Please print your name</u> :		/ <u>Dog's Name</u> :	
E-mail: ( <u>Readable Please</u> ):	Doutining out/Cliquet	One Time Spectator	<b>A J</b> :40
Please <u>Circle</u> what applies you are:	Participant/Client	<b>One Time Spectator</b>	<b>Auditor</b>

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