

# GUEST TRAINING AGREEMENT



This agreement is entered into by and between The Nashville Sports Bark Club and Owner for the Dog(s) listed at the end of this document.

It is the responsibility of the owner to work with the dog(s) to maintain training advice and strategies.

I understand The Nashville Sports Bark Club cannot guarantee specific results since it is impossible to predict the future behavior of any dog.

I acknowledge that dog training activities pose dangers to people and dogs, including but not limited to, biting, tripping, knocking down, slipping, etc. Accordingly, myself and anyone else brought into a training session assumes the risk of injury, losses and damages, cost and expenses and any other possible cause description unless inflicted intentionally or recklessly by the trainer. Trainer will exercise all necessary and proper care and precautions to keep all participants and dogs safe during training sessions to prevent injury to any person, dog, or property.

I acknowledge the full opportunity to discuss any and all concerns regarding foregoing risks with The Nashville Sports Bark Club. Participants agree to hold harmless The Nashville Sports Bark Club from any and all claims or injury, loss, cost, expenses, or damage caused by the actions of the participant's dog during the course of the training session or under the care, custody, or control of The Nashville Sports Bark Club.

If your dog(s) causes damage, bites, or injures any dog, or person during or after the term of this agreement, the Client agrees to pay all losses or damages and will defend and indemnify trainer and his agents from any resulting claims, losses, or damages. This includes lawsuits and attorney's fees.

The Nashville Sports Bark Club has the sole discretion to terminate this agreement if the trainer in the trainer's sole judgement deems a dog(s) behavior to be dangerous or vicious to trainer or any other person or dog(s). Upon termination in accordance with the foregoing, Trainer duties shall terminate, but all other provisions of this Agreement shall continue in full force and effect.

I acknowledge the trainer has not represented, promised, guaranteed, or warranted that dog can be trained, that dog will never bite (or never do any action), or that dog will not be dangerous, vicious, or exhibit other behavioral issues in the future.

I agree to avoid using the following types of tools during full contract period with trainer: pinch or choker collars, electric or shock collars, retractable leads, and other aversive methods/tools.

I agree to release The Nashville Sports Bark Club and Owner from any and all liabilities or claim due to injury to myself, my dog(s), or any other property of mine, which may arise in any way out of services and/or products by or as a consequence of my association with The Nashville Sports Bark Club.

I release The Nashville Sports Bark Club and Owner from any liability or claim due to the death of my dog(s), unless The Nashville Sports Bark Club and Owner has been found negligent in the care of my pet. I understand that under no circumstances will Nashville Sports Bark Club and Owner liability exceed the lesser of the current chattel value of a pet of the same breed or species or the sum of \$200 per dog.

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To prevent the spread of diseases while my dog(s) are at The Nashville Sports Bark Club, all dogs must be current on Bordetella, Parvovirus, Distemper, and Rabies. Vaccinations must have been administered at least 7 days prior to the dog(s) visit. I understand and agree that it is my responsibility to provide a veterinarian signed proof of vaccination history of each dog that visits or stays at The Nashville Sports Bark Club. Although vaccines are available, there are some strains that are not covered, and I understand that my dog(s) is still at risk of contracting a virus at any time. Canine Influenza Vaccine is strongly encouraged but is not required. All dogs must be current on heartworm medications, as well as flea and tick preventative (no flea collars allowed).

I understand that my dog(s) must be friendly towards other dogs and people. Owners certify that their dog(s) have not harmed, caused death, or shown aggression towards any person or dog(s). I understand that if my dog(s) have a history of aggression or biting, The Nashville Sports Bark Club reserves the right to refuse service, and that all bites will be reported to the local authorities as required by law. I have disclosed to The Nashville Sports Bark Club all known dangers associated with my dog(s).

## *Abandonment:*

No dog may be abandoned at The Nashville Sports Bark Club. I agree that I will not neglect to pick up my dog(s) by the time he/she is scheduled to leave without providing notification. Any dog(s) left at The Nashville Sports Bark Club without any contact, instruction, or notification from me, or without indication of the ability, willingness or plans to pick him/her up (by myself or my personal representative or agent) will be considered abandoned upon the seventh day of such notification failure. I understand that if I abandon my dog(s) at The Nashville Sports Bark Club, by default, become the legal owner and guardian of the dog(s).

## *Payment:*

I, hereby acknowledge that I am voluntarily participating in a Dog Training Session with The Nashville Sports Bark Club. I agree to the flat fee of \$ \_\_\_\_\_ in advance to Mark Schmith, sole owner and operator of The Nashville Sports Bark Club. Military, Police, Fire Service, and Healthcare personnel receive a 10% discount off their total bill with proof of a valid ID card.

## *Cancellation and No-Show:*

A 72-hour cancellation notice is required for a full refund of your Training Session Fee.

## *Photography and Videography:*

I understand that by allowing my dog(s) to participate in services offered by The Nashville Sports Bark Club, I hereby agree to allow The Nashville Sports Bark Club to take photographs, and/or videos, or use images and/or videos for publication and/or promotion.

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## *Proprietary Content Notice:*

The Nashville Sports Bark Club training content is proprietary information and remains the sole property of The Nashville Sports Bark Club. Training class clients, class participants, and/or their representatives are not permitted to record, copy, distribute, or share any Nashville Sports Bark Club training instructions, handouts, audio, video, online or other content, without written consent of The Nashville Sports Bark Club and the class instructor. This includes, but is not limited to, sharing proprietary content on social media, sharing with third parties, or sharing for promotional purposes. Clients may record and share photos and video of their own dogs during sessions, but not of dogs belonging to other clients or class participants.

## *Acknowledgement:*

By signing below, I acknowledge that I have read and understand the above information. By signing this contract, I certify the accuracy of all information given about my dog(s). I specifically represent that I am the sole owner and agent of the dog(s), free of all liens and encumbrances.

Date:

Printed Full Name:

Signature:

Dog(s) Name(s) and Breeds: