



Waiver of Liability and Informed Consent Release for Harvey's Pet

I, the Releasing Party and the undersigned, have voluntarily enrolled myself and my dog in dog training classes, boarding, daycare, private consultations, workshops or other related activities offered by **Harvey's Pet**.

By signing hereunder, I acknowledge that I have been informed and understand that there is always some unavoidable risk of injury involved when working with animals, especially animals with behavioral issues. I also acknowledge that dogs can be inherently difficult to control and that not all dogs will be under control at all times resulting in the possibility of injury to myself, my dog, my family members, or third parties including, but not limited to persons and/or dogs involved in training, boarding, daycare or other related activities. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with **Harvey's Pet** and its authorized representatives. I have also made all inquiries and investigations to my satisfaction related to such risks.

I hereby accept and assume, without reservation, all risks associated with my participation in the aforementioned activities including, but not limited to: the risks of any and all injuries to myself, my dog and any of my family members or third parties who may attend; the risks that my dog may cause injury to other persons and/or dogs involved in training, boarding, daycare or other related activities.

As lawful consideration for participating in the classes, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless **Harvey's Pet**, other members, managers, agents and employees (the "Released Party") from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Released Party's negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees arising from my participation in training, boarding, daycare or other related activities.

I hereby consent to my dog being the subject of photographs and/or audiovisual recording and authorize **Harvey's Pet** to copyright, use, publish and/or post these above-described material(s) with or without my knowledge. All material(s) are taken with lawful purpose to demonstrate, advertise and publicize **Harvey's Pet** using web/social media

content. I also release **Harvey's Pet** from any, and all claims for damages for libel, slander, invasion of privacy or any other claim based on the use of said material(s).



Harvey's Pet makes no representations, guarantees, promises (implied or expressed) that any training received from **Harvey's Pet** will cure a dog of any dangerous propensities. I understand that the success of and training/boarding/ behavior modification program at **Harvey's Pet** dependent upon several factors, including, but not limited to; the amount of time I spend working with my dog, how thoroughly I am implementing said training, the previous history and experiences of my dog, my dog's genetics and the socialization of my dog. I understand that this training/boarding/behavior modification program is not a cure, but a life-long plan. It is also fully understood that regardless of the training received by the animal, any dog is always capable of biting. I hereby agree to indemnify and hold harmless **Harvey's Pet** from any, and all claims or claims made by any member of my family or third party while on the grounds, of any facility where training takes place, the surrounding area thereto, on my own property, or in a public area, as a result of any action by any dog, including my own. I expressly agree that the foregoing release/waiver and assumption of risk are intended to be as expansive, broad and inclusive as permitted by New York State law.

I agree to abide by all rules and regulations and comply with guidelines to the best of my ability during training, boarding, daycare or other related activities as these are not only set forth for my safety but the safety of all. I fully understand that if I am seen to be negligent or inattentive to these rules, regulations or guidelines, that I may be removed from my program, class, or activity at the discretion of the business owner or trainer with partial or no refund/compensation issued. Refunds and compensation of time or payments will be issued only at the discretion of the owner(s) **Harvey's Pet**.

I affirm and have proof that my dog is current on all vaccinations appropriate to my dog. Further, by signing below I understand that, if I am enrolling in a class that does not require my puppy's vaccinations to be completed prior to coming to class, there is still inherent risk of illness, injury, disease or death due to exposure to other dogs and elements of this public facility. Vaccination requirements are waived for socialization purposes, but this does not imply a lowered health risk. I fully understand that I am participating in public classes with other dogs and people prior to completing my puppy's vaccinations with full knowledge of the risk associated with doing so. I agree to indemnify and hold harmless **Harvey's Pet** as well as any facility or owner of a facility where classes are held. The risk is mine and only mine, and I understand that I am taking full responsibility for said risk.

It is my responsibility to provide my dog(s) with proper flea and tick prevention products. I acknowledge that my dog(s) have a higher risk of coming into contact, with fleas and ticks

by taking part in outdoor activities and by interacting with other animals. I also acknowledge that my dog(s) may be removed from training, boarding, daycare or other related activities if found to be infested.

I understand that if, per my request, two or more of my dogs are boarded within the same confine, any perceived issue, whether injury or otherwise, to themselves other members, managers, agents and employees of **Harvey's Pet** the entity itself, I am fully liable for any damages or costs incurred, caused directly or otherwise, from this situation. I also understand that if my dogs are required to be separated for



safety reasons or otherwise, per the discretion **Harvey's Pet** other members, managers, agents and employees, I am responsible for any additional costs or charges that may arise.

It is my responsibility to provide identification tags for my dog(s). I understand the risks associated with not providing ID tags for my dog(s).

I grant **Harvey's Pet** permission to bring my dog(s) to a veterinarian for medical attention if necessary, and I understand I will be held responsible for all costs incurred. I understand that at certain hours, only the emergency veterinarian clinic is open in Central New York.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability & Informed Consent Release, the claiming party shall be liable for all expenses (including attorney's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Released Party and the Releasing Party.

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

I represent that I am at least 18 years of age.

I understand that printing and signing my name on the lines below , and electronically signing this agreement means I agree to all of the terms of this document and that the information I have provided is both true and correct to the best of my knowledge.

Signed

Printed Name

Date